



राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान
NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

संविदाआमंत्रणसूचना(नि.आ.सू.)
NOTICE INVITING TENDER (NIT)



फ़ार्मसंख्या:
Form No. NIOT/S&P/NIT

e-Tender Schedule

निविदासंख्या/ Tender No.	NIOT/S&P/OA/5819R/2021-22
कोजारी Issued To	Server HPE DL360 Gen10
निविदाप्रणाली/Tender Mode	Global Tender (Single Bid)
निविदाजारीहोनेकीतिथि Tender Issue date	06.09.2022
निविदाबंदहोनेकीतिथिवसमय Tender Closing Date and Time	06.10.2022 at 3.00 PM
निविदाखुलनेकीतिथिवसमय Tender Opening Date and Time	06.10.2022 at 3.30 PM
बोलीकाप्रकारएवंनिविदाप्रस्तुतिकरण Bidding Type & Tender submission	Single Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Wizard portal https://moes.euniwizarde.com
निविदाप्रलेखउपलब्धतास्थानTender Documents available place	Tender documents can be freely downloaded from https://moes.euniwizarde.com and our website www.niot.res.in till closing date and time of the Tender.
ई-निविदाकेलियेसहायतामैनुअल/Help manual for e-tender	Bidders may download the help documents and Bidders manual kit from https://moes.euniwizarde.com . Helpdesk number : Mr. Gagan T S, e-Wizard Team, ITI-Ltd, Bangalore, Mobile No: 91 8448288987, E-Mail: eprochelpdesk.01@gmail.com For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
अपनेप्रश्नईमेलआईडीपरभेजें Send your queries to the email IDs	निविदाकेअंतिमचरणतक /Upto Tender finalisations gopalakrishnaa.niot@gov.in vaidehi.niot@gov.in kharid@niot.res.in tendergroup@niot.res.in ,

राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**
वेलचेरीताम्बरममेनरोड **VELACHERY TAMBARAM MAIN ROAD**
नारायणपुरम, चेन्नै **600 100NARAYANPURAM, CHENNAI 600 100**
रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <https://www.niot.res.in/index.php/vendor/login>

Bid Preparation and Tender Submission Procedure

INSTRUCTION FOR BIDDERS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the MoES e-Wizard Portal (<https://moes.euniwizarde.com>).

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://moes.euniwizarde.com> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to eWizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk.
The contact number for the helpdesk is Gagan (8448288987/89/epochelpdesk.01@gmail.com), Birendra (8448288988/94/epochelpdesk.02@gmail.com), Rahul Singh (8448288982), Abhishek Kumar (9355030617), Tariq (9355030608),9355030604,9122643040,9504661237

7. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

8. The bid should be submitted through e-Wizard portal (<https://Moes.euniwizarde.com/>) only.

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INTRODUCTION

National Institute of Ocean Technology (NIOT) is an autonomous body under the Ministry of Earth Sciences, and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender Document

e-bid is invited for the supply of "Server HPE DL360 Gen10" to NIOT, Chennai as per the specification enclosed.

1.Submission of bids

Bidders are advised to submit their quotation in single part containing Technical, Commercial and price bid together should be submitted electronically through e-Wizard portal <https://moes.euniwizarde.com> before the deadline for submission of Bids prescribed in the front page of this NIT.

2. This NIT shall form part of the Order / Contract document.

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated.

INSTRUCTION TO BIDDERS:

4. Security: Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.

5. Contacting NIOT: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However if vendor requires any clarification on the bid, the query may be mailed to the respective mail ID at the top of NIT.

6. Vendor Registration: The vendor can apply for Password by submitting few of their company particulars (one time) in to NIOT vendor registration menu of our website and get the password through email to download the tender document from NIOT website for free of cost. However to become a registered vendor of NIOT, vendor should furnish the signed hardcopy of all the details submitted on line and get the Vendor Registration Certificate of NIOT after the appropriate evaluation by NIOT.

7. Tender Opening: All the tenderers can participate in the tender opening with proper authorization letter from the respective Company.

8. Pre-Qualification.

Commercial

- a) Submission of GST Registration Certificates as applicable.

Technical

- a) Supplier should have previous experience in supply of similar items to recognized institutions.

9. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the order / contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same

without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT.

10. Goods shall not be supplied without an Official supply order

11. Order Acceptance: The successful bidder should submit order acceptance within 7 days from the date of order.

12. Change of Name after award: Request / intimations with regard to change of name of the contract or constitution of the contractor after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.

13. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will result in rejection of all the bids.

BIDDING CONDITION

14. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting if any will be notified in NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

15. In case of the unscheduled holiday in Chennai being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

16. Unsolicited correspondences: NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

17. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. Conditional offers are liable for rejection

18. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of 120 days or for the period indicated in the SCC of this NIT whichever is more from the date of opening of Bids. A Bid valid for shorter period may considered as unacceptable and liable for rejection.

19. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly.

20. Conditional offers/ quotations shall not be accepted.

21. Import quotations: Quotations covering imports should be in foreign currency for the item to be imported by us and in INR for the local supply / services. However to facilitate evaluation and comparison the bid prices indicated in various currencies will be converted in to INR at the Bank closing selling exchange rate established by Canara Bank on the date of price bid opening. Since the bidders are permitted to quote in any currency and also payment is made in the same currency, NIOT shall not compensate for any foreign exchange fluctuations. Indian bidders cannot quote in foreign currency.

22. Signing of bids: Each page of the tender and tender document shall be signed by the bidder. Unsigned bid is liable for rejection.

23. Site Visit: If any site visit is made, it should be formally documented and enclosed with the offer.

24. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

25. The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed.

26. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

27. The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional. Care should be taken while furnishing the information in the compliance sheet based on which the evaluation will be done.

28. Bid or modification to bids received after closing date and time: shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

29. Canvassing: Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

30. Award: NIOT shall place the Purchase order/ work order either consolidated or separately for each of the title.

31. Commercial compliance as per the NIT shall be furnished along with the offer.

32. Unrealistic bids with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

33. Quote value:

a) Local firms inside Chennai: Quotations should be for free delivery to this Institute. If quotations are for Ex Godown, delivery charges should be indicated separately by a confirmed value. The term 'Extra' shall be avoided.

b) Firms outside Chennai: Quotations should be for, F.O.R, NIOT, Chennai. If F.O.R. consignment freight charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight charges must be indicated separately. Goods should be supplied carriage paid and insured for Contractor godown to consignee warehouse Chennai.

c) Firms outside India: Quotations should be DAP NIOT, Chennai. (For other conditions please refer Additional Terms & Conditions for Import)

34. Guaranteed time of delivery – specific performance of contract: The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule given in SCC. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

35. Extension of delivery period: If the completion of systems / components is delayed for reasons of force majeure such as acts of God. Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD as appropriate.

36. Delay in Completion / Liquidated Damage (LD): If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of **0.5%** (½ percent) of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed **5%** (5 percent) of the contract price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

37. Partial Delivery: In general all supplies are to be delivered as per the schedule of the contract only. In case if NIOT's request / vendor's convenience part supplies will be accepted only on issue of amendment to the order / contract on the delivery schedule. Part supply without written order will not be accepted. However payment will be effected as stipulated in order / contract.

38. Insurance: The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

39. Service contract Insurance:

Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used

during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things. NIOT shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses

“The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates or assigns.”

40. Transportation: Where the Contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

41. Risk Purchase: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, NIOT is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.

42. Incidental Services

The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and / installation and commissioning of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- (e) Training of NIOT’s personnel, at the Contractor’s plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

43. Spare Parts

As specified in the SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor for at least 5 years from the date of acceptance:

- (a) such spare parts as NIOT may elect to purchase from the Contractor, providing that this election shall not relieve the Contractor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the main product and spare parts:
 - (i) advance notification to NIOT of the pending termination, in sufficient time to permit NIOT to procure needed spare part requirements; and
 - (ii) following such termination, furnishing at no cost to NIOT, the blueprints, drawings and specifications of the spare parts, if requested.

44. Warranty: The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT’s Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for 12 months after the installation of the Goods or any portion

thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC. The warranty certificate should be furnished in the prescribed format in your letterhead. If the Vendors standard warranty is more than 12 months the same shall be extended to NIOT.

NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty.

Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

45. Payment: NO ADVANCE PAYMENT WILL BE MADE. Payment will be made after the supply and acceptance of materials by NIOT.

46. Force Majeure:

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

47. Discounts: Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

48. Price:

The price shall include but not limited to

- a) Costs of goods covered in this contract.
- b) Taxes.
- c) HSN code of the product.
- d) Transportation and packing cost (Sea / Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- e) Cost of handling, documentation, freight, insurance from contractor's ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- f) Charges for all testing
- g) Cost towards third party inspection at various stages as set forth in the contract.
- h) Cost of Installation, testing, commissioning and handing over of goods as set-forth in the contract.
- h) Cost of Training of NIOT officials as set forth in the contract.
- i) Cost of Books, manuals, software as set-forth in the contract.

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.

49. Taxes and duties:

I Payable only for the Indian bidder:

a) **GST Registration:** You may submit a copy of GST Registration certificate along with your quotation.

II Deductibles:

a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is mandatory.

b) **Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders:** Deductible for all the services rendered for India as per avoidance of double taxation treaty between your Country and Govt. of India. Without Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @20% and with Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @ 10% as per DTAA rate. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

c) **GST-TDS:** NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided.

Name of the Organization	NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
Address	NIOT Campus, Velachery-Tambaram Main Road, Pallikaranai, Chennai-600100, Tamil Nadu.
Email	postmaster@niot.res.in
Telephone No.	044-66783300
Tax Deductor GSTIN	33AAATN0530G1Z6

50. Benefit of exemption of Tax: NIL

51. Arbitration / Disputes—In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT.

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

52. SUBMISSION OF TECHNICAL DOCUMENT

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:

- a. A list giving full particulars including available sources and current prices, of spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by NIOT; and
- b. An item-by-item commentary on NIOT's Technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.
- c. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names

or catalogue numbers designated by NIOT in its Technical specifications are intended to be descriptive only and not restrictive. They may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to NIOT's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed

Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) duly signed by the authorized official should be sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the Contractor's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

Documents Establishing Bidder's Eligibility and qualifications

53. Eligibility: The bidder shall furnish, as a part of his bid, documents establishing the bidders' eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess TIN No., PAN No. and any other registration to claim the statutory levies.

54. Authorisation: The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site alongwith agency agreement.

55. OEM & Agent: In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender. **One manufacturer can also authorise only one agent/dealer.**

If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product.

In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period. **OEM also shall provide agency agreement and indicate agency commission payable to Indian Agent so as to make payment of the commission in INR in terms of Foreign Exchange Regulation Act.**

TERMS AND CONDITIONS (for imports)

56. Goods certificate: To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

In case of procurement of critical equipment the Contractor should declare that the equipment does not have any capability to remotely observe or access. A third party certification from authorized agent should be submitted to that extent within the offered price.

57. Documentary evidence: Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be duly signed and sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the Contractor's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc.,

58. The import quotation should be in DAP, NIOT, Chennai (DAP should be by Air Freight for light weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per international standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsibility of customs clearance, payment of customs duty and inland transportation to NIOT will be taken by NIOT. During evaluation the Customs duty applicable shall be loaded to arrive the landed cost at NIOT.

59. Export License: Foreign Contractors should ensure availability of export license at their end.

60. Currency of the bid: Currency once quoted will not be allowed to be changed.

61. Price comparison: The Bank closing selling exchange rate established by Canara Bank on the date of opening of price bid shall be applicable for the purpose of conversion of foreign currency for price comparison.

62. Forex fluctuation: Since bidders are permitted to quote in any currency and also receive payments in that currency, NIOT shall not compensate for any foreign exchange fluctuations. Also there will be no loading of foreign exchange for deciding the inter-se-ranking of bidders in this tender.

63. Order Acknowledgement: The order acknowledgement should be from the party on whom order is placed / Principals only within 7 days from the date of order. NIOT prefers dealing with all Contractors directly and avoid inter mediatory.

64. Bank charges: All bank charges outside India are to the beneficiary Account only.

65. Third Party Inspection: In cases, where the value of the item exceeds INR 25,00,000/-, Third Party Inspection by SGS/Lloyds/TUV is mandatory. The survey shall be either at airport point of loading or at the factory before dispatch of cargo. Vendors are requested to mention the inspection charges explicitly in their quote.

66. Dispatch of goods: Please note that the dispatch of consignment should be made by Air/Sea freight and not through private courier service since this Institute is empowered to clear the consignments duty exemption from customs as R&D Institutions which will not be applicable for dispatches through private courier service. Any customs duty payable on account of mode of dispatch other than those specified will be to contractors account and the same will be debited / Adjusted from the dues payable to contractor. For low volume / low weight cargo Govt. Postal services only to be utilized.

67. Payment: Payment will be made after the supply and acceptance of materials by NIOT. As per standard terms payment for import will be made through **Wire transfer or Irrevocable Letter of Credit AT SIGHT FOR 30 DAYS** to be opened through our Banker upon fulfillment of other obligations stipulated in the order / contract. The required documents such as warranty certificate, test certificates to be submitted pursuant to GCC Clauses. Bank charges inside India to NIOT account and all Bank charges outside India to Contractor account only. NO ADVANCE PAYMENT WILL BE CONSIDERED.

68. Shipment: Generally Partshipment and Transshipment are not permitted. If required for the bidder reason to be indicated. All risk insurance should be taken, covering the entire shipment and

upto installation and commissioning within the cost price. Also please indicate the Port of Shipment along with the country of origin of the Supply.

69. Shipping Instruction: If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the "Guidelines for Regulating Wood Packaging Material in International Trade, ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions or exemption identified by the Regional Plant Quarantine Station, Chennai, India. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, air waybills, and invoices. All pallets must be shrink-wrapped or banded.

70. Demurrage: DEMURRAGE CHARGES, IF ANY, PAYABLE ON ACCOUNT OF DELAY IN RECEIPT OF ADVANCE COPIES OF INVOICE / SHIPMENT DOCUMENTS WILL BE DEBITED TO YOUR ACCOUNT. In the absence of clear documentation the cargo cannot be cleared and cargo will be kept uncleared and kept at Bailee's premises at the risk and cost of Contractor.

71. Submission of shipping documents in advance: As the customs Authority prescribed the time limit for clearance of items imported within 24 hours from the date of arrival of shipment, the supplier is requested to send the shipping copies **in advance** so as to submit the Bill of Entry (BOE) to the Customs Authority on time to take delivery of the items within the stipulated time without penalty and demurrage. **If the penalty/demurrage is attributable on the part of supplier the amount of penalty/demurrage so levied by Customs Authority will be deducted from the amount due to supplier.**

72. GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA': (Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

- I) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. [Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]
- II) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- III) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (3) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person (s), has a controlling ownership interest or who exercises control through other means. Explanationa.

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

CERTIFICATE REGARDING COMPLIANCE: a) Bidders shall submit following certificate: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender." [wherever applicable bidder must submit evidence of valid registration by Competent Authority] b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."

[wherever applicable bidder must submit evidence of valid registration by Competent Authority] If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit. The above certificate shall form part of PO/contract. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

VI. Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

VII. 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

Commercial terms compliance sheet

Sl. No	Particulars	Yes	No	offer Page Ref
1	Whether every page of the tender document is signed for acceptance of tender and uploaded along with the offer?			
2	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
3	Whether accepted to submit the order acceptance within 7 days from the date of order?			
4	Whether Quote is valid for 120 days from the due date of tender or time specified in the tender document whichever is later?			
5	Whether payment terms of the tender is complied with?			
6	Whether the bidder satisfies the Pre- qualification criteria			
	a. a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)			
	b. Supplier should have previous experience in supply of similar items to recognized institutions (Mandatory qualifying condition)			
7	Whether price is FOR NIOT , Chennai?			
8	Whether the freight cost is included, if not included whether the freight cost is indicated separately?			
9	Whether the authorization letter exclusively for this tender, from the original manufacturer is enclosed?			
10	a) Whether warranty period accepted as per tender?			
11	b) Whether submission of warranty certificate in the prescribed format is acceptable?			
12	Whether the delivery period is clearly indicated, and is as per tender?			
	Whether the cost of installation / inspection / testing explicitly mentioned in the quote?			
13	Whether Past track record of quality and service is enclosed?			
14	Whether submission of PS is acceptable if the value exceeds Rs. 25,00,000/-			
15	Whether submission of PBG is acceptable if the value exceeds Rs. 25,00,000/-			
16	Whether list of deliverables attached and comply as per tender?			
17	Whether liquidated damage clause is acceptable in case of delayed supply?			
18	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
19	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
20	Whether technical specification has been duly filled in and submitted with the tender document is uploaded along with the quotation.			
21	Whether HSN code of the product has been indicated?			
22	Whether your firm is registered under MSME/ NSIC/DIC/UAM? If yes enclose copy of registration			
23	Whether having experience in supplying, installing and maintenance of rack server. Copy of the proof must be submitted.			

PRICE BID FORMAT:

Server HPE DL360 Gen10

S.No	Description	Quantity	Unit	Unit rate	Amount
1.	Server HPE DL360 Gen10	1	Number		
2.	Packing charges, if any		Lumpsum		
3.	Freight & Insurance charges, if any		Lumpsum		
4.	GST	%			
5.	Any other charges, (Details to be indicated.)		Lumpsum		
Total Amount					
(Amount in words. _____)					

Note:

Deduction of Indian Income Tax Deduction at Source:

Deductable for all the services rendered for India as per avoidance of double taxation treaty between your Country and Govt. of India. Without Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @20% and with Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @ 10% as per DTAA rate. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. (See clause No.51 II (c))

TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided if the value exceeds Rs. 2.5 lakhs

1. The copy of the GST registration certificate to be attached.
2. The duly filled technical and commercial compliance sheets should be submitted along with quotation/offer.
3. 100% payment will be made after supply and acceptance of the materials.
4. The item should be supplied within **2 to 3 months** from the date of receipt of order.
5. Warranty certificate should be provided for 12 months from the date of supply and acceptance. Warranty certificate should be provided as per the prescribed format of NIOT.

We agree to all applicable terms and conditions listed in the tender document

Signature with Seal

"Technical Compliance Sheet for "Server HPE DL360 Gen10"

Sl. No.	Specification Name	Specification Description	Accepted (Yes / No)
1	Type of Server	RackServer HPE DL360 Gen10	
2	Maximum Number of sockets available on chipset	2	
3	Maximum Number of sockets populated with processor	2	
4	Processor Make	Intel	
5	No. of Cores per Processor	16	
6	Processor Description	Intel Xeon Gold 6226 R	
7	Chipset compatible with CPU	Intel C621	
8	RAM Type	DDR4 SDRAM with ECC	
9	RAM SIZE (GB)	256	
10	RAM upgradable upto (GB)	1024	
11	Type of Hard Disk	SSD,SAS	
12	Hard disk drive Capacity (GB)	3840	
13	RAID Type	1	
14	RAID Controller Caches (GB)	1	
15	Connectivity Ports	FC + Ethernet	
16	No of Ethernet ports	Minimum 2	
17	OS Certifications, Compliance ; support by Windows, Red Hat or Novell	Yes	
18	BIS Registration under Compulsory Registration Scheme of Meity	Yes	
19	BIS Registration Number and its Validity	R-41000698	
20	RoHS Compliance	Yes	
21	Power Supply	230 +/- 10%, 50 Hz	
22	Operating system	Windows server 2022 to be installed	
23	MS office	MS office 2019	

We agree to all applicable terms and conditions listed in the tender document

Signature with Seal