
 <p>राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEANTECHNOLOGY</p>	<p>संविदा आमंत्रण सूचना(न.आ.सू.) NOTICE INVITING TENDER (NIT)</p>		
	<p>फ़ॉर्म संख्या: Form No.</p>	<p>NIOT/S&P/NIT e-procurement schedule</p>	
नविदा संख्या/ Tender No.	NIOT/HVT/1300/2023-24		
कोजारी/ Tender Title	Allied Services at HF Radar Remote Locations along the Indian Coast and Andaman Island		
नविदा प्रणाली/Tender Mode	OTTB (Open Tender Two Bid)- GeM Portal (Domestic)		
नविदा जारी करनेकी तारीख/ Tender Issue date	20.03.2024		
Pre-bid meeting date and time	02.04.2024(Online through Webex)		
नविदा समापन नतिथि और समय/ Tender Closing Date and Time	12.04.2024 at 11.00 AM		
नविदा खोलनेकी नतिथि और समय/ Tender Opening Date and Time	12.04.2024 at 11.30 AM		
Submission of EMD/ ईएमडी जमा करना	<p>INR. 9,30,000/- in the form of DemandDraft (DD) drawn in favour of 'NI00T-OTHER RECEIPTSACCOUNT' (clause Ref 18 for details) or Bank Guarantee asper the available format. https://www.niot.res.in/index.php/vendor/login.</p> <p>a) Scanned copy towards EMD to be uploaded in the GeM portal b) Original EMD should be submitted through courier/speed post or in person dropped at the tender box. The original EMD should reach NIOT well before the Closing date and time of the tender.</p>		
नविदा दस्तावेज उपलब्ध स्थान/ Tender Documents available place	Tender documents can be downloaded from GeM Portal and NIOTwebsite www.niot.res.in till closing date and time of the Tender.		
Bidding Type & Bid submission/ बोलीका प्रकार & नविदा जमा करना	The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through GeM Portal The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed the bid is considered as invalid and summarily rejected.		
अपने प्रश्न ईमेल आईडीपर भेजें Send your queries to the email IDs	नविदाके अंनतम चरण तक/Upto Tender finalization	hvt@niot.res.in	

राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
 वेलचरीताम्बरममेन रोड VELACHERY TAMBARAM MAIN ROAD
 नारायणपुरम, चेन्नै 600 100 NARAYANPURAM, CHENNAI 600 100
 रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <http://www.niot.res.in/tender>

INTRODUCTION

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

Notice Inviting Tender (NIT)

National institute of Ocean Technology invites e-bids for **Allied Services at HF Radar Remote Locations along the Indian Coast and Andaman Island (Watchkeeping, Security, Maintenance of electrical and electronics, coastal observatories and other allied services)** as per Technical specifications attached in the special condition of the contract (SCC).

1. Submission of bids: Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal as Part-1 and price bid (BOQ) as Part-2 should be submitted electronically through **GeM Portal <https://gem.gov.in/>**. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to register with GeM portal. Bidders are advised to submit their quotation in two Parts, **no manual tender is acceptable.**

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded in the portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.**

The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

Part-2 should contain only the price bid indicating the cost

The Part-1 (Technical bid) and Part-2 (Price bid) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. Please note that to participate in the tender. If you are a regular supplier of NIOT it is requested to register your company with portal and to procure if not owned already.

2. NIT: NIT shall form part of the LOI/Contract.

3. Pre-Qualification criteria:

Technical:-

- a) The bidder/OEM should have successfully completed similar kind of maintenance contract of watchkeeping, security and maintenance of other allied services in any coastal environment. The bidder/consortium should attach the relevant documentary proof for the above.
- b) The BIDDER should provide the proposed work plan, methodology and maintenance of plan to full fill the scope of the work (please refer the SCC).

(b)- Financial –

(i) The average annual financial turnover of 'The bidder' during the recent three financial year ending 31.3.2023 should be at least **INR 1.40 Crores**, for the purpose of assessing the financial strength. The documents should, duly be authenticated by a Chartered Accountant/Cost Accountant in India.

(ii) The net worth of the Bidder firm (manufacturer or principal authorized representative) should not be negative year ending 31.03.2023 and also should not have eroded by more than 30% (thirty percent) in last three years, year ending 31.03.2023.

Note:- The bidder shall submit a consolidated Annual Turnover and Net Worth statement duly authenticated by the Chartered Accountant.

(iii) a) 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money.

This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC.

Keeping this caveat in view, interpretation by procuring entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) Along with all the necessary documents/certificates required as per the tender conditions, The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

c) Supporting documents submitted by the bidder must be certified as follows:

(i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

(ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number (PAN).

INSTRUCTION TO BIDDERS:

4. Security: Any information /material/document uploaded along with this tender or after award of contract 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 in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However, if bidder requires any clarification on the bid, the query may be mailed to the mail ID **hvt@niot.res.in**

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

7. Default in Performance: If any bidder is not successfully discharging their contract obligations against the awarded contract 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 bidder from their participation in future tenders of NIOT for a period of one year. Even after revoking the

suspension period the bidder's performance still continues to be the same without any improvement, NIOT reserves right to BAN such bidder permanently from participation in all the tenders of NIOT and organizations of MOES.

8. Service: Service should commence only after receipt of LOI/Contract from NIOT.

9. Acceptance of the LOI: The successful bidder should submit LOI Acceptance within 15 days from the date of receipt of the LOI, failing which it shall be presumed that the bidder is not interested, and the EMD submitted will be forfeited.

10. Signing of Contract: Within seven days on receipt of LOI, the contractor has to submit their LOI acceptance along with the power of attorney for the official who will be authorized to sign the contract with NIOT. This contract to be signed on Rs. 500/- Indian non-judicial stamp paper by the authorized signatory of the successful bidder.

11. Change of Name after award: Request / intimations with regard to change of name of the contracting company 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 contractor to execute further agreements with regard to execution/ implementation of the contract.

12. 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, if a bidder submit more than one bid will result in rejection of all the bids.

BIDDING CONDITION

13. Deadline for Submission of Bids: Bids must be received by NIOT at the GeM portal specified in the Invitation for Bids cover page on or before the due date/ extended due date thereof.

14. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting will be notified in GeM portal and NIOT website. Hence bidders are requested to watch NIOT website/ GeM portal 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 day of the tender.

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

17. Non-Receipt of Tender: NIOT will not be responsible for the non-receipt of the tender due to any network problem.

18. Submission of tender by a tenderer implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.

19. EMD/Bid security: The EMD/Bid security (**INR. 9,30,000/-**) is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD/Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

The EMD /bid security may be accepted in the following form

(ii) Insurance Surety Bonds,

(iii) Account Payee Demand Draft (drawn in favour of" NIOT other Receipt Account", Chennai in INR or in equivalent foreign currency),

(iv) Fixed Deposit Receipt,

(v) Banker's Cheque or Bank Guarantee from any of the Commercial Banks. (Bank Guarantee as per prescribed format available in the NIOT web site at the link

<https://www.niot.res.in/index.php/vendor/login>

(vi) Online payment in an acceptable form.

If the EMD (scanned copy of the instrument of EMD) is not submitted along with Techno-commercial (Part-I). The bid will be summarily rejected. The original EMD should be submitted (or) reach NIOT on or before closing date the time of the tender.

MSME Clause:

"Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issue by the appropriate authorities. accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES." The bid declaration format to be attached in the Annexure.

MSME Conditions:

(a) The MSE's bidder who claim EMD request should submit the relevant document towards investment on equipment and machinery. As per NIT clause no 60 make in India as per the DPIIT order under Annexure 9, under MSE.

(b) the MSE's bidder to note and ensure that nature of service and goods/items manufactured mentioned in MSE's certificate matches with the nature of the service and goods/item to be supplied as per tender.

(c) Retail & Whole sale Traders : Any bidder who are retailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020.

The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

(i) **Micro Enterprises:** Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,

(ii) **Small Enterprises:** Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,

(iii) **Medium Enterprises:** Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees

20. Conditions for EMD / Bid Security: EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or signing of contract whichever is later. EMD may be forfeited:

a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or

b. In case of a successful bidder, fails to furnish LOI acceptance within 15 days of the LOI and / or fails to furnish Performance Security.

EMD for a successful bidder shall be adjusted against performance security payable if submitted in DD / refunded if / performance security is submitted.

21. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, bidder shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

22. Bid validity extension: While NIOT will finalize the tender within the bid validity sought as per this NIT, due to circumstances beyond the control of NIOT, prior to expiry of the original bid validity period, **NIOT may request the bidder for a specified extension of the bid validity without modifying RFP or Price.** The request and the responses thereto shall be made in writing. A bidder agreeing to the request will extend the validity of his bid correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically for which necessary action would be taken by the bidder to submit the extended BG well before the expiry of the current validity.

23. Conditional offers: Conditional offer will not be accepted.

24. Signing of bids: Each page of the tender document shall be digitally signed by the bidder and should be uploaded along with all other documents.

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 and BOQ (Price bid) separately ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

28. 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.

29. Award: NIOT shall place the contract for each of the title.

30. 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 and only in case if there is an absolute necessity to revise the technical specifications after opening of bid.

31. 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

32. Price: The price shall include but not limited to

- a) Costs of services covered in this contract
- b) Taxes and duties
- c) Other Incidental Charges

The rate quoted for each year shall be applicable for the particular year and should be fixed & firm throughout the year.

33. GST: GST will be as per HSN code as applicable.

Deductibles:

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

b) GST-TDS:

GST-TDS is deductible on supply of goods or Service in respect of Intra – State supplies at the rate of 2% (CGST @1% and SGST @ 1%) and also in case of Inter-State supplies @ the rate of 2% from the payment made or credited to the supplier of taxable Service.

34. 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.”

35. Discounts: Bidders are advised not to indicate separate discounts. Discounts, if any, should be duly considered and net rate should be quoted in the BOQ/Price Bid.

36. Performance Security:

The successful bidders should deposit 5% of the Contract value as Performance Security within two weeks from the date of issue of Contract. The Performance security may be accepted in the following form

- (ii) Insurance Surety Bonds,
- (iii) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR or in equivalent foreign currency).
- (iv) Fixed Deposit Receipt from any Commercial Bank.
- (v) Bank Guarantee from any of the Commercial Banks.
- (vi) Online payment in an acceptable form.

Performance security shall be forfeited in the event of breach of Contract by the contract in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the contract and forfeit the EMD /Bid security.

Bank Guarantee shall be as per prescribed format issued by a National /Commercial bank and valid for 60 days beyond the scheduled completion of entire AMC period as per Contract. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>.

37. Penalty :-

Non compliance of any of contractual terms by the contractor shall attract penalty at 5% on the monthly bill value per occurrences / lapse up to a maximum of 25% of the bill value per quarterly. The contractor performance is linked to the performance of the system, contractor shall ensure to upkeep of all supporting infrastructure by taking timely action to service with the approval of NIOT. Non functioning of AC or non availability of genet power due to poor maintenance or non availability of AC, or nonpayment of electricity charges leading to disconnection of electricity etc., considered as deficiency in service and shall attract penalty of 5% of service charges per day of delay and will be deducted from the bills or performance security encashed based on criticality of such breach.

38. Payment:

As per standard terms No advance payment will be made under any circumstances. Payment will be released within 30 days from the date of receipt of complete bills along with all supporting documents upon fulfillment of scope of work for the relevant period, at the end of each quarter along with reports/periodical maintenance service report certified by NIOT authorized signatory.

39. 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.

40. 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 Indian 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 there 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 Arbitration 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.

41. ASSIGNMENT AND SUBCONTRACTING The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also, the Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also, partnerships or third-party vendors during Tender should not be altered without a written approval.

42. Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

43. Joint Venture, Consortium or Association

If the Supplier is in a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Amalgamation/Acquisition etc:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the Contract period, the Buyer/Successor of the Principal Company are liable for execution of the Contract and also fulfilment of Contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

44. INDEMNITIES: The Contract hereby agrees to indemnify and hold harmless NIOT and its Director, officers and employees, from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:

- i. breach of this Agreement by the Contract
- ii. Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii. Violation or contravention of any Legislation on the part of the Contract
- iv. Any negligence or wilful misconduct of Contract, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the Contract
- vi. Any breach of an agreement or misunderstanding between Contract and any and all Third Parties due to which a liability arises on NIOT.
- vii. Any claim that any representations or warranties contained herein are not true or Any breach thereof
- viii. Any loss or damage caused by the Contract to NIOT, its personnel or property
- ix. Any loss or damage caused by the Contract to any and all Third Parties for which a claim against NIOT has arisen
- x. Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contract is required to obtain, keep valid and comply with under any Legislation in contract to perform its obligations hereunder
- xi. Any obligation of the Contract performed by NIOT under this Agreement or under any Legislation.

45. Clarifications

Applicants requiring any clarification on the NIT may send their query by email to hvt@niot.res.in before the tender closing date. The Authority will post the reply to all such queries on the GEM Portal and NIOT Website. All bidders shall visit official GEM portal before uploading of their bid to take note of the changes / corrigendum issued.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification

46. Confidentiality

46.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-wizard portal.

46.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

47. 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 along with agency agreement.

48. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

48.1 Code of Integrity for Public Procurement

48.2. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No. Term Meaning

(a) Corrupt practice

The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

(b) Fraudulent practice

A misrepresentation or omission of facts in contract to influence a procurement process or the execution of a contract.

(c) Collusive practice

Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.

(d) Coercive practice

Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(e) Anticompetitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels

(f) Conflict of interest

participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain

(g) Obstructive practice

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

48.3. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

48.4. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-II along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action by Competition Commission of India, and so on.

48.5. Obligations for Proactive disclosures

a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.

b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

48.6. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

a) If his bids are under consideration in any procurement:

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

b) If a contract has already been awarded

- i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
- ii. Forfeiture or encashment of any other security or bond relating to the procurement;
- iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

c) Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

49. Amendment to Bidding Documents

In contract to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the GEM portal through a corrigendum

50. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

50.1. 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.

50.2. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) 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 during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid ; and
- c) An item-by-item commentary on the Purchaser'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.

50.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

54. Contacting the Purchaser

- a) No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Contract award may result in rejection of the Bidder's bid.

Post qualification

- c) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in the SCC of the NIT.
- d) The determination will take into account the Eligibility & Qualification criteria listed in the SCC of the NIT and it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- e) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

55. Bidder's right to question rejection

A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

55.1 Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

55.2 In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in prequalification bid.

55.3 In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

55.4 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of Contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

55.5 Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

- (a) Determination of the need for procurement;
- (b) Selection of the mode of procurement or bidding system;
- (c) Choice of selection procedure;
- (d) Provisions limiting participation of bidders in the procurement process;
- (e) The decision to enter into negotiations with the L1 bidder;
- (f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- (g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- (h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

56. Termination of contract by NIOT:

- (i) Termination of the contract due to breach of contract by the contractor
- (ii) Termination of contract due to default,
- (iii) Termination of the contract due to insolvency,
- (iv) Termination of the contract for convenience.

If the termination of the contract happens due to the above factors, [(i), (ii) &(iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent.

57. Preference to Make in India

Make in India-Price Preference-MSME Price preference to Local suppliers as per Make in India procurement policy of Govt of India shall refer the DPIIT order No. P-45021/2/2017- PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt. of India)

Definitions of terms applicable to Make in India procurement policy of Govt of India:-

- a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.

- c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
- d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.
- e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) 'Margin of purchase preference' means the maximum extent to which the price quoted by a

local supplier may be above the L1 for the purpose of purchase preference.

I. Purchase preference: -

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not from a Class-I local supplier, 50% of the contract quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be contracted on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) or reference contract and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - (ii) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
 - (iii) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
 - (iv) Only Class-II Local suppliers are not eligible to get price preference in any procurement undertaken by procuring entities.

II. Applicability in tenders where contract is to be awarded to multiple bidders: -

In tenders where contract is awarded to multiple bidder's subject to matching of L 1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the

multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Contract. c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above

III. Minimum local content:-

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Contract, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

IV. Verification of Local content:-

a. The 'Class-I local supplier'! 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'! 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs . 10 crores, the 'Class-I local supplier'! 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

V. Manufacture under license/ technology collaboration agreements with phased indigenization:-

While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

VI. Classification of MSE'S:-

- i) Micro Enterprises: Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,
- (ii) Small Enterprises: Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,
- (iii) Medium Enterprises: Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees
- (iv) Retail & Whole sale traders: Any bidder who are retailer/ Traders claim EMD/ Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020.

VII. Price Preference to MSEs: -

- a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the contract will be awarded to L1.
- b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.
- c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.
- d) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.
- e) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- f) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- g) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.
- h) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

Commercial Terms Compliance sheet (To be filled by the bidder)

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
2.	Whether EMD for INR. 9,30,000/- is enclosed along with the Technical bid			
3.	Whether accepted to submit the LOI acceptance within 15 days from the date of LOI?			
	Whether Unpriced Commercial Bid is enclosed in Part-A(Technical bid)			
4	Whether submission of Performance Security 5% is acceptable?			
5.	Whether Quote is valid for 120 days from the due date of tender or time specified in the tender document whichever is later?			
6.	Whether payment terms of the tender is complied with?			
7.	Whether price is FOR NIOT, Chennai			
8	Whether the delivery period is acceptable as per tender? (i.e. 2 weeks from the date of contract)			
10	Whether list of deliverables attached and comply as per tender?			
11	Whether penalty clause is acceptable in case of delay?			
12	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?			
13	Whether the bidder has been black listed for participating in any tender floated by any government organization?			
14	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
15	Whether copy of duly signed (all pages) tender document NIT and Annexure (I to III) are uploaded along with the quotation.			
16	Whether the Consolidated Annual turnover and networth statement duly authenticated by CA is uploaded?			

Price bid format:
(To be filled by the bidder)

(Price Not to be revealed by the bidder in the technical bid)

Sl.No	Description of Item	Qty (Numbers)	Unit Rate (Rs.)	Amount (Rs.)
1	Allied services at HF Radar remote locations - 1st year	10		
2	Allied services at HF Radar remote locations - 2nd year	10		
3	GST	Lumpsum		
4	Total amount for F O R, NIOT Chennai (Including GST)	Lumpsum		
(Total Value in words _____ only)				

Note:

- 1. The price/cost should not be revealed in the technical bid, if the price/cost is revealed, the tender will be treated as invalid.**
- 2. While uploading price bid (Part-2), kindly provide the price breakup as per the above format.**
- 3. This price bid sheet with price breakup for 1st year, 2nd year and GST to be uploaded along with the price bid**

Special Conditions of the Contract

TECHNICAL DETAILS

Allied services of HF Radar remote locations along Indian coast and Andaman Island

1. Introduction:

National Institute of Ocean Technology (NIOT), Chennai is an autonomous body under Ministry of Earth Sciences (MoES) has been responsible for operating Coastal Ocean surface current and wave measurements system along Indian coast to measure surface currents under Ocean Observation Network (OON) project.

NIOT is presently operating a network of 5 pairs of Coastal Ocean surface current and wave measurements system along Indian coast and real time data are receiving at central sites (NIOT and INCOIS) through V-SAT communications. It is proposed to establish a new contract for providing allied services of HF Radar network installed along Indian coast and operation and maintenance of peripherals of HF Radar system. It is a turn-key solution of providing watch keeping services, operation and maintenance of supporting electrical devices of HF Radar system such as generator, Un-interrupted power supply, air conditioner, V-SAT system, payment of recurring bills- electricity, replacement of fuels and communication charges, servo stabilizer, housekeeping, basic maintenance of container/building and so on. The details scope of work as follows;

2. Scope of Work:

- a) To ensure continuous operation of the HF Radar sites by providing un-interrupted power supply and maintaining cooling system.
- b) The bidder should carry out security services including other maintenance like housekeeping, maintenance of electrical and electronics, coastal observatories.
- c) Successful bidders should deploy required manpower for ensuring safety of NIOT assets, maintaining the assets, to ensure the operational conditions of Generator, Air conditioner, UPS and stabilizer etc., timely payment of monthly recurring charges (electricity, fuel, communication charges) and payment of wages.
- d) To deploy sufficient manpower (Security, Watch keeping, Electrician) should be employed at site to ensure smooth running of HF Radar system as per specification/full functionality of the all systems installed at site. Report shall be sent to NIOT on daily basis from each site.
- e) Daily monitoring / checking of HF Radar system like power failure and indicators on the system for its proper functioning, temperature monitoring, operating generator and maintaining a site-operations log.
- f) To ensure the safety of the NIOT assets installed at each site
- g) Remote site should not be un-attended at any point of time. It is the responsibility of the contractor to manage the sites without any interruption throughout the contract period without any break.
- h) Contractor shall maintain log book and maintain entries up to date for in/out of men and materials shall submit for inspection as and when demanded by the site in-charge/NIOT officials. Third party persons are strictly not allowed.
- i) Preventive maintenance (list of work may be prescribed in details) shall be carried out every quarter and detailed report should be submitted to NIOT.
- j) Contractor may establish a back-to-back AMC with the respective supplier (for Air Conditioners, Genset, UPS, UPS batteries, Isolation transformer, Stabilizers) present at each

site for un-interrupted operation and obtaining swift service support. Using third party spares are not allowed.

- k) The contractor must ensure an AMC with a single authorized dealer for all UPS units of HF Radar sites to maintain uninterrupted power supply to system and minimize downtime. The contractor is responsible for logging complaints in the event of any UPS-related issues and for undertaking preventive maintenance measures to extend its operational lifespan. Additionally, the procurement of new batteries for the UPS falls within the contractor's scope of responsibilities.
- l) The contractor shall immediately inform the local police as well as fire service (and also to the site in charge) in the event of occurrence of fire and burglary, subsequently follow up till the issue resolved.
- m) Contractor has to ensure the third-party timely payment for services of electricity bill, communication charges, housekeeping, general cleanliness of surrounding and purchasing of petrol and Diesel for site requirement and generator.
- n) Contractor should monitor the earth voltage regularly and ensure the earth voltage is minimum as this parameter is one of the critical for HF radar operations.
- o) To continuously inspect and maintain proper rust-proof painting of all outdoor units like Container/Building, VSAT antenna, Genset, AC outdoor unit with stand, HF Radar Antenna base to avoid rusting.
- p) Contractor shall carryout Pre-monsoon and Cyclone preparation like covering containers and instrument rack with heavy duty tarpaulin, tightening of container, Diesel genset, VSAT antenna, HF Radar antenna with heavy ropes to avoid loss due to cyclone.
- q) Contractor shall have adequate Insurance for man and material of all HF Radar sites.
- r) NIOT will hand over the fully functioning site to contractor, however the contractor shall pay for any other major expenses due to unforeseen circumstances for repair/servicing of civil structure, container, electrical items, antenna etc. shall be repaired / serviced / replaced / transferred by contractor with prior approval of Project In-charge of NIOT Officials and the same will be reimbursed by NIOT at actual against documentary evidence, no separate service charge will be paid.
- s) Contractor should provide detailed work plan/ methodology to ensure the above scope of work.
- t) If any systems found non-operational, it is the responsibility of the successful bidder to take immediate action for bringing it to working condition at the earliest time by calling OEM or OEM service provider/ arranging necessary spares.

3. Study locations:

1	Cuda	11.6862333N, 79.7733167E	NIOT HF Radar Site, Near Sothikuppam Village, Cuddalore OT, Cuddalore, Tamil Nadu -607003
2	Kalp	12.4922167N, 80.1590000E	NIOT HF Radar Site, Near CISF Barack, Kalpakkam Township, Kalpakkam, Tamil Nadu - 603102
3	Mach	16.2425667N, 81.2376167E	NIOT HF Radar Station for Tsunami Early Warning System, Manginapudi Beach, Tallepalem Village, Machilipatnam, Andhra Pradesh - 521002

4	Yanam	16.4776833N, 82.1021000E	NIOT HF RadarStation for Tsunami Early Warning System,S.Yanam(V),Uppalaguptam, Amalapuram(TK), East Godavari Dist, Andhra Pradesh -533213
5	Gopa	19.3033167N, 84.9658500E	NIOT HF RadarStation for Tsunami Early Warning System,Gopalpur Port site Head Post, Arjipalli, Chatrapur, Odisha.
6	Puri	19.8065500N, 85.8641500E	HF Radar Remote site,SreeJegarnathuniversity, Sri Vihar, Pentakata, Puri , Odisha-752002,
7	Wasi	20.9343833N , 72.7605333E	NIOT, HF Radar Remote site, Machiwad(Post), Jalalpore(T.K), maroli via, Navsari(D.T), Gujrat-396456
8	Jgri	21.0394500N, 71.8054833E	NIOT HF RadarStation for Tsunami Early Warning System, Jegri Light House, Mahuva(P.O),Bhavnagar(DT), Gujrat - 364290
9	PTBL	11.5701333N , 92.7376500E	NIOT HF RadarStation for Tsunami Early Warning System,Rangachang,NearBarmanalla,Port Blair Pin:744103
10	HTBY	10.5923000N , 92.5627667E	NIOT HF RadarStation for Tsunami Early Warning System,Hut Bay Jetty, Little Andaman Pin:744207.

NIOT shall provide standard operating procedure and training about handling HF radar system and maintenance before handover the site to contractor. Contractor must ensure daily reporting as indicated in scope of the work.

Note -

- 1) The contract is initially valid for one year and based on need and performance of the contractor in terms of the contract may be extended for second year. **The invoice may be raised on quarterly basis and forward to NIOT for payment. NIOT will process and payment will be made within 30 days after receipt of invoice at NIOT.**
- 2) Contractor can log the complaint and resolve the issue in case of any issue raised on the non-performance of VSAT internet services in the site. Contractor has to ensure Internet services should not stop at any site. Site technician has to check the internet service on daily basis if is not working immediately ticket has to be raised.

General conditions

- a) Contractor to plan for requisite manpower for optimal utilization and shall ensure all statutory compliance towards employment of labour like wages, EPF and ESI. Contractor shall be the employer for all employees and shall discharge all statutory liabilities duties.
- b) Batteries are covered in the AMC, hence any battery replacement arises Contractor should purchase and replace using AMC contract value.
- c) NIOT will hand over all equipment in working condition. If any Equipment is out of economic repairing scope then maintenance and replacement of such equipment is in the NIOT's scope. Any work outside contractor scope will be handled by NIOT with support of contractor.

d) All containers are in working conditions now. Contractor has to do periodical maintenance to avoid rusting and water leakage within the quoted value and to submit the report/photographs along with the invoice. If container to be replaced, prior intimation has to be provided by the contractor and NIOT will do the same.

NIOT's Scope	Contractor's Scope
<p>All Sites HF Radar System:</p> <ul style="list-style-type: none"> • Transmitter chassis • Receiver chassis • Transmitter Antenna • Receiver Antenna • TX Antenna Cable • RX Antenna Cable • Mac mini and accessories • Hard Disk Drive • GPS Antenna and Cables • Instrument Rack • CCTV modem and Cameras • System spare modules • Monitor • VSAT antenna cable 	<ul style="list-style-type: none"> • Security of HF Radar system with its peripherals. • Technician and site Security should be trained to read system warning indicators and inform to In-charge and NIOT officials. • Periodic and Breakdown Maintenance of peripherals like UPS, Genset, Air Conditioner with stabilizer, Servo stabilizer, Isolation Transformer.
<ul style="list-style-type: none"> • Periodic Antenna pattern measurement for all sites. 	<ul style="list-style-type: none"> • Deploy required manpower for ensuring safety of NIOT's asset.
<ul style="list-style-type: none"> • Maintenance Data Quality/Assurance and Periodic Backup of site data to NIOT NAS. 	<ul style="list-style-type: none"> • Logging complaints and follow-up in case of breakdown for VSAT, UPS and other peripherals included in AMC. • Renew AMC of UPS, Genset and Air Conditioners.
<ul style="list-style-type: none"> • Breakdown maintenance of HF Radar Systems. 	<ul style="list-style-type: none"> • Purchase and Replacement of UPS battery in case of power backup time is less than 10 mins.
<ul style="list-style-type: none"> • Maintaining Insurance of Fire Theft and Burglary for all 10 sites. 	<ul style="list-style-type: none"> • Insurance of manpower and contractor hired assets. • Contractor should immediately inform local police, Site In-charge and Fire service in the event of Occurrence of Fire and Burglary and also Support and follow up till issue is resolved.
<ul style="list-style-type: none"> • Replacement of Asset which are out of economical repair like Container, UPS, Diesel Genset, Air Conditioners. 	<ul style="list-style-type: none"> • Sending Daily, Monthly and Quarterly report for all sites peripheral status and work carried out to NIOT In-charge. Site status report must be attached with quarterly Invoice.

Single HF radar system consists of following components

sno.	Major Component	Sub Components	Qty
1	Tx antenna	Lightening arrester at Tx antenna base	1
		Tx antenna top hat assembly (SS) (top hat + whips)	1
		Tx antenna Mast (Top Whip and Bottom Mast) - 5MHz	1
		Tunning coil	1
		Tx Antenna base assembly- 5MHz	1
2	Rx Antenna	Rx Antenna - Dome Type SSRA-101	1
		Guy Rope Holder for Dome antenna (SSRA-GR-A)	1
3	Rx chassis	5V Power Supply	1
		1.2V Power Supply	1
		AWG Module	1
		SHARE (GPS) Module	1
		H F Receiver Module	1
		Rx FPB (SSRX-SA601)	1
		GPS Module Share (SSRX-SAGPS)	1
		TR Control Module	1
RF filter set	1		
4	Tx Chassis	Blanking Board for Tx	1
		Transmit Module- Amplifier	1
		Apmlifier Temperature Sensor Board	1
		Forward Xmit module	1
		Tx Low Pass Filter 5 MHz	1
		Tx FPB (SSTX-SA601)	1
		Vicor power supply	1
		Mac Mini computer	1
5	Other HF Radar Compoent	Seasonde Key	1
		Hard Disk (2TB)	1
		Cables for Tx antenna	100m
		Cables for Rx antenna	100m
		Lightening arrester gas tube (350 V)	2
		Extended lightening protection kit (LT-E1)	1
		GPS bullet antenna	1
		6	VSAT antenna and Modem
7	15KVA Diesel Generator	1	
8	3KVA online UPS	1	
9	Battery Rack with battery	2	
10	Isolation Transformer	1	
11	Voltage Stabilizer	1	
12	Airconditioner	2	
13	Container/Permanent Hosuing	1	
14	CCTV indoor and outdoor camera with Modem	1	
15	Monitor Keyboard and mouse	1	

Peripheral Item Year of Purchase			
Item Description	Quantity	Location	Year of Purchase
VSAT Antenna & Modem with Upgraded Hardware	10	All 10 Sites	2015
15KVA Diesel Genset	1	At Puri	2020
	1	At Wasi	2018
	2	At Htby & Cuddalore	2017
	3	At Ptbl, Yanam, Machilipatanam	2022
	3	At Jegri, Gopalpur (1 Damaged at Puri)	2011
3KVA APC Online UPS	8	Each site one UPS & One battery rack x 8 sites (Except Andaman both sites)	2016
Numeric 2KVA Online UPS	2	1- Hutbay & 1- Port Blair	2017
Isolation Transformer	10	All 10 Sites	2017
Voltage Stabilizer	10	All 10 Sites	2008
1.5 Ton Air Conditioner	2	1- Cuddalore, 1- Machilipatanam	2016
	1	1- Kalpakkam	2020
	2	Gopalpur	2021
	3+1	2- Cuddalore, 1- Kalpakkam, 1- Kalpakkam	2021 + 2023
	2	Jegri	2021
	2	Port Blair	2021
	1+2	Hutbay	2022
	2	1- Yanam, 1- Machilipatanam	2021
	1	1- Wasi	2021
	1	1- Puri	2021
Containers	3	Gopalpur, Jegri, Hutbay	2022
	1	Ptbl	2012
	2	Puri & Wasi	2015
Permanent Buildings	4	Permanent Building at HF Radar site Kalpakkam, Cuddalore, Yanam & Machilipatanam	2009

Technical Specification Compliance (To be filled by the Bidder)

Sl No	Specification	Description	Compliance (Yes/ No)	Remarks
1	Daily Monitoring and Reporting	Daily monitoring, checking and reporting of HF Radar system like power failure and indicators on the system for its proper functioning, temperature monitoring, operating generator and maintaining a site-operations log and sending Daily, Monthly and Quarterly site status Reports to NIOT Engineer.		
2	Watch keeping and Security of system	To deploy sufficient manpower (Security, Watchkeeping, Electrician) should be employed at the site to ensure the smooth running of HF Radar system as per specification/full functionality of all systems installed at the site. The report shall be sent to NIOT on daily basis from each site. To ensure the safety of the NIOT assets installed at each site		
3	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 NIOT, or any of their employees or their subsidiaries, affiliates, or assigns.		
4	Internet Services	NIOT existing Internet services (VSAT/Broadband) will be handled by the contractor to log the complaint and resolve the issue in case of any complaint about the performance of Internet services. The contractor has to ensure Internet services should not stop at any site.		

5	Bill payment	To ensure the third party timely payment for services of electricity bill, housekeeping, general cleanliness of surrounding and purchasing of petrol and Diesel for site requirement and generator.		
6	UPS AMC	The contractor must ensure an AMC with a single authorized dealer for all UPS units of HF Radar sites to maintain uninterrupted power supply to system and minimize downtime. The contractor is responsible for logging complaints in the event of any UPS-related issues and for undertaking preventive maintenance measures to extend its operational lifespan. Additionally, the procurement of new batteries for the UPS falls within the contractor's scope of responsibilities.		

Technical Terms Compliance Sheet(To be filled by the bidder)

Sl.no	Description of the specification	Yes	No	Remarks
1.	Whether man power details are uploaded along with technical document?			
2.	Whether similar maintenance contract in coastal (house keeping, allied services) shall be attached in technical document?			
3.	Whether experience in coastal observatories is given in the technical documents?			
4.	Whether insurance for man and material details provided in submitted document?			
5.	Whether detailed work plan/methodology submitted?			

Annexure -II

Bid Securing Declaration Form

Date:

E-Tender No:

E-

Tender

Title:

To,

NATIONAL INSTITUTE OF OCEAN

TECHNOLOGYVELACHERY

TAMBARAM MAIN ROAD,

NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of _____ (insert legal capacity of person signing the Bid Security Declaration) Name: _____ (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Sole bidder/ Joint Venture

/Leader of Consortium)

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(Note: In case of a Consortium, the Bid Security Declaration to be signed by consortium lead partners that submits the bid)

Annexure – III

Format for declaration by the Bidder for Code of Integrity & conflict of interest(On the Letter Head of the Bidder)

No: _____ Date _____ To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under the Clause number 55

(a) of NIT of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,
Yours sincerely,
Signature

(Name of the Authorized Signatory) Company Seal