
 <p>NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</p>	NOTICE INVITING TENDER (NIT)		
	Form No.	NIOT/S&P/NIT	

e-Tender Schedule

ननविदासख्या/ Tender No.	NIOT/HVT/1192/2022-23
कोजारी/ Tender Title	Underwater Acoustic Modem for Sub-surface Mooring
ननविदाप्रणाली/Tender Mode	GeM portal (Open Tender Two Bid) – Domestic
Submission of EMD/ ईएमडिमाकरण	INR 1,30,000 /- a) Scanned copy of the EMD instrument to be uploaded in the Central Procurement portal. b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender
विविदाप्रखउपलब्धासिान/ Tender Documents available place	Tender documents can be freely downloaded from GeM portal app and NIOT website www.niot.res.in till closing date and time of the Tender.
Bidding Type & Tender submission/ बोल्काप्रकार, ननविदाजमाकरणा	The tender is being two bid system, Technical Bid and Price Bid should be submitted electronically through GeM Portal http://gem.gov.in
ई-ननविदाकललयसहायिामनअल/ Help manual for e-tender	Bidders may be downloading the help documents Helpdesk number :1800-419-3436 e-mail: helpdesk-gem@gov.in For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority
अपनप्रश्नईमलआईडपरभज, Send your queries to the email ID	hvt@niot.res.in

राष्ट्रीयसमद्रप्रौद्योगिकीसस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
वेल्चरीताम्बरममेनरड VELACHERY TAMBARAM MAIN ROAD
नोरायणपुरम, चेन्नई 600 100 NARAYANPURAM, CHENNAI 600 100
रा.स.प्रौ.स. वेल्चरी/NIOT Website <http://www.niot.res.in/tenders>

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. Tender is invited to submit a proposal for the supply of Mooring Line with end Thimbles for Deep Sea Mooring – on rate contract.

Notice Inviting Tender (NIT)

National institute of Ocean Technology invites e-bids for the supply of **Underwater Acoustic Modem for Sub-surface Mooring** as per specifications enclosed.

- 1. Submission of bids:** Bidders are requested to submit their Bid/quotation in two part containing Technical, Commercial and price bid should be submitted electronically through GeM portal <https://gem.gov.in>. The responsibility to ensure the timely submission of bid lies with the bidder. **Bids submitted through FAX or e-mail will not be considered and treated as invalid tender.** Bidders shall also attach scanned copies of all the requisite documents and 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.
- 2. NIT:** NIT shall form part of the Purchase order.

INSTRUCTION TO BIDDERS:

- 3. Security:** Any information /material/document uploaded along with this tender or after placement of Purchase order should not be disclosed or copied without written permission from NIOT.
- 4. 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 respective mail ID at the top of NIT.
- 5. Tender Opening:** All the tenderers can participate in the tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be allowed as per the NIOT norms.
- 6. Default in Performance:** If any bidder is not successfully discharging their purchase order obligations against the purchase order 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 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.
- 7. Goods:** shall not be supplied without an official supply order.

8. **Order Acceptance:** The successful bidder should accept the PO within SEVEN days from the date of receipt of the PO, failing which it shall be presumed that the bidder is not interested, and the EMD submitted will be forfeited.
9. **Change of Name after award:** Request / intimations with regard to change of name of the contracting company or constitution of the contracting company after the tender opening or award of purchase order 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 purchase order after such changes and in case, NIOT decides to proceed with the purchase order, it may require the bidder / purchase order to execute further agreements with regard to execution/ implementation of the purchase order.
10. **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

12. **Deadline for Submission of Bids:** e-Bids must be submitted only at the GeM portal specified in the invitation for bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission well ahead of closing date and time and avoid any last minute connectivity problem in submission.
13. **Due date Extension, Corrigendum to NIT:** Any corrigendum including due date extension for NIT will be notified in GeM portal and NIOT website. Hence bidders are requested to watch website for such due date extension and corrigendum, if any.
14. **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.
15. **Unsolicited correspondences:** NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.
16. **Non-Receipt of Tender:** NIOT will not be responsible for the non-receipt of EMD or any documents to be submitted physically by the bidder well before the tender closing date and time or any last-minute issues in uploading process in the e-tender portal.
17. **Submission of tender** by a tenderer implies that he has read this NIT and all other order documents and has made himself aware of the scope and specifications of this tender. Conditional offers are liable for rejection/treated as invalid tender.
18. **EMD/Bid security:** 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 shall be in the form of a Bank demand draft drawn in favour of "NIOT OTHER RECEIPT ACCOUNT" in INR or in equivalent foreign currency or a

guarantee from a public sector bank or reputed foreign bank acceptable to NIOT and the original should be submitted to NIOT before tender due date. The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT website. The format can be downloaded from the website <https://www.niot.res.in/index.php/vendor/login>.

- (1) By Demand Draft/Banker's Cheque drawn in favour of "NIOT –OTHER RECEIPT ACCOUNT", NIOT, Payable at Chennai (or)
- (2) Bank Guarantee as per prescribed format issued by an Indian Nationalized Bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid (or)
- (3) Insurance Security Bond (or)
- (4) Fixed Deposit Receipt (or)
- (5) 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.

19. 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 replacement of order 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 order acceptance within 15 days of the order and / or fails to furnish Performance Security.

EMD for a successful bidder shall be adjusted against performance security payable if EMD is submitted in the form of DD / refunded, if performance security is paid in full / performance security is submitted in the form of Bank Guarantee.

20. 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, vendor 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.

- 21. 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. When bid validity is extended EMD BG also deemed to have been extended automatically.
- 22. Conditional offers** quotations shall not be accepted.
- 23. Signing of bids:** Each page of the tender (NIT) and tender document shall be digitally signed and uploaded by the bidder in the GeM portal. Unsigned bids is liable for rejection.
- 24. The broad configuration:** Specification of the proposed purchase /work are given. Bidders are required to keep their proposal strictly as per the specification prescribed in this NIT.
- 25. 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.
- 26. 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.
- 27. 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.
- 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. Commercial compliance** as per the NIT commercial compliance shall be furnished along with the bid.

- 30. 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

31. Currency of bids:

a) Local firms inside Chennai : Quotations should indicate the cost with free delivery upto NIOT. If quote is for Ex-Godown rate delivery charges should be indicated separately and explicitly. The word "Extra" shall be avoided.

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

- 32. 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 item should be delivered within **8-10 weeks** from the date of receipt of purchase order. 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 NIT is not stipulated as essential criteria, supplier may indicate the period of delivery required for them.

- 33. 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.

- 34. 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% of the Contract price of the undelivered systems /components for each calendar weeks of delay. The total liquidated damages shall not exceed 5% (five 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.

- 35. 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 the NIT. If any such damage occurred, the goods shall be replaced within in the Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.
- 36. Risk Purchase:** If the Contractor fails to deliver the stores or any instalment 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 remaining items from any parties the stores not delivered at the risk and cost of the defaulting Contractor. No payment claimed for any part supplies made.
- 37. Warranty:** The Contract 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 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 should be minimum for the period for **12 months after acceptance of item**. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Contractor letter head. If the Manufacturer standard warranty is more than 12 months the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, 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 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.
- 38. Payment : NO ADVANCE PAYMENT WILL BE MADE** 90% payment will be made after receipt and acceptance within 30 days from the date of receipt of bill / acceptance of goods along with the required documents. Warranty certificate, test certificates shall be submitted pursuant to GCC & SCC Clauses and upon fulfilment of other obligations stipulated in the purchase order. Balance 10% payment will be retained towards warranty period released only after completion of warranty period.
- 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. Discounts: Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

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

- a) Costs of goods/ services covered in this Contract.
- b) Taxes and duties
- c) Transportation and packing cost (Sea/Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- d) Cost of handling, documentation, freight, insurance from Contractor's warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation charges for all testing
- e) Cost towards third party inspection as set forth in the Contract for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Contract strictly as per price bid format of tender.

42. Taxes and duties:

Payable only for the Indian Bidder:

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

Customs Duty: As per Notification No.51/96-(Customs) dated 23.7.1996; read with amendment Notification No.42/2022-customs dated 13th July,2022 withdrawing IGST exemption applies to NIOT.NIOT is entitled for availing basic Concessional rate of Customs duty @5.5 %. The approximate concessional rate will be 24.49% including basic duty. Duty Exemption Certificate will be applicable for basic duty under notification 51/96 wherever applicable, and as per rules will be issued upon receipt of order acceptance and specific request.

a) Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders: Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement between the bidder's Country and the Government of India. The tax deduction at source will be @ 10.40% as per Income Tax Tariff of India or the rate as contained in the DTAA whichever is less, on production of a copy of the Tax Residency Certificate or Tax Identification Number. In case the Tax Residency Certificate or Tax Identification Number is not furnished, the Tax deduction at source will be 20.8% as per Indian Income Tax Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

43. Performance Security:

The successful bidders should deposit 3% of the item value as Performance Security within two weeks from the date of issue of purchase order. The Performance security shall be in one of the following forms:

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of " The Director N.I.O.T", Chennai in INR or in equivalent foreign currency).
- (3) Fixed Deposit Receipt from any Commercial Bank.
- (4) Bank Guarantee from any of the Commercial Banks.
- (5) 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 order/ LOI and forfeit the EMD /Bid security.

Bank Guarantee as per prescribed format issued by a nationalized bank and valid or 60 days beyond the scheduled delivery / completion period as per purchase order / Contract. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of Contract by the Contract or in terms of the Contract. The performance security will be subject to changes as per the GOI notification after 31.03.2023.

44. Performance Bank Guarantee :

Performance bank guarantee for 10% of the value of supply should be provided and it should be valid throughout the warranty period. Performance Bank Guarantee should be from any Nationalized / commercial bank in India or their branches outside India. In case the performance bank guarantee is not provided, 90% payment only would be released and balance after completion of the warranty period. Bidder should clearly mention their acceptance to this effect in their quote.

45. 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 re-enactment 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 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.

- 46. SUBMISSION OF TECHNICAL DOCUMENT:** Specifications are basic essence of the product. The broad configuration / specification of the proposed purchase are given in the Special Conditions of the contract (SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the Annexure - I of NIT (SCC). 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. Technically unsuitable offers and offers not confirming to tender schedule shall be rejected.
- a. The bidder is required to provide their comments item-by-item on the compliance sheet provided in the Annexure - I of NIT (SCC). Where ever the specified parameter is required within a range, the calculated/ estimated value as per the vendor's design is to be provided in the "Remarks" column. Deviations/exceptions, if any, from the specifications to be recorded in the "Remarks" column.
 - b. In the case of test procedures mentioned in Annexure of SCC, if the vendor suggest some alternate test procedure to verify the same parameter, the detailed procedure has to be provided along with the quotation. NIOT reserves the right to accept / reject such alternate procedure, if any.
 - c. Offer must contain all relevant technical details. Relevant drawings (if any) pertaining to the quoted designs, duly signed by the authorized official should be sent along with the quotation. Where ever mentioned, documentary evidence has to be enclosed in the quotation. 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.
- 47. Termination:** NIOT retain the right to terminate the purchase order in case of violations of any of the terms of the purchase order by giving 15 days notice to the purchase order. Upon such termination, the purchase order shall not be entitled for any payment of consideration apart from NIOT's right to take any lawful action to protect public interest. The LOI/ Purchase order placed will be cancelled and the Performance security BG or any other Bank Guarantee amount will be forfeited.
- 48. INDEMNITIES:** The Purchase order 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 Purchase order
 - 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 Purchase order
 - iv. Any negligence or wilful misconduct of Purchase order, which violates any provision of this Agreement

- v. Infringement of any intellectual property belonging to any third party by the Purchase order
- vi. Any breach of an agreement or understanding between Purchase order 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 Purchase order to NIOT, its personnel or property
- ix. Any loss or damage caused by the Purchase order 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 Purchase order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi. Any obligation of the Purchase order performed by NIOT under this Agreement or under any Legislation.

49. Shipping Instructions: 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, and invoices. All pallets must be shrink-wrapped or banded.

Section-II-Commercial Terms Compliance sheet (To be filled by bidder)

Sl.No	Particulars	Yes	No	Page Ref
1	Whether EMD for INR 1,30,000/- is scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the GeM portal along with the other documents.			
3	Whether Taxes and Duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the order acceptance within 15 days from the date of receipt of the purchase order?			
5	Whether submission of 3% of the contract value as Performance Security is acceptable?			
6	Whether Quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
7	Whether Payment Terms of the tender is complied with?			
8	Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable?			
9	Whether INCOTERM DAP NIOT Chennai is complied with?			
10	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
11	Whether liquidated damage as specified in the NIT accepted unconditionally?			
12	Whether the delivery period (8-10 weeks) is acceptable as per the tender.			
13	Whether the warranty period is acceptable as per the tender.			

Section-III

Technical Compliance Sheet For Underwater Acoustic Modem for Sub-surface Mooring. (To be filled by bidder)

Sl.No	Description	Values	Remarks (Yes/No)
1.	Operating depth and Operating range(Minimum)	Min 1000m and \geq 2000m	
2.	Operating frequency	18 – 34 kHz	
3.	Transducer beam shape	Hemispherical and suitable for reliable vertical and slant communication	
4.	Data rate achievable	Better than 12kbps	
5.	Internal data buffer	\geq 1MB	
6.	Data interface	Communication interface RS232, Data format: ASCII or equivalent.	
7.	Wake up feature	On receiving the acoustic data, the unit should be capable of waking the modem and hardware	
8.	Software	Should provide advanced interface with modem and features such as serial communication, data downloading should be available.Should be compatible with Windows 10 and equivalent version.	
9.	Power consumption	Active listen : Less than	

		350mW Transmission: Less than 70W Standby : Less than 4mW	
10.	Operating voltage	12 to 30 V DC	
11.	Weight in Air/Water	≤ 4kg / ≤ 1.5kg	
12.	Connector type	The suitable depth rated cable with underwater connectors and suitable locking sleeves at both the end to be provided along with a bulkhead connector with pig tail for mounting with the enclosure. The preferred bulkhead connector is subconn MCBH8F. 4 sets of cables with connector at both the ends and bulkhead connectors and suitable locking sleeves to be supplied.	
13.	Material of modem	Stainless Steel / Aluminium alloy Suitable for long term underwater deployments.	
14.	Bit error rate	≤ 10 ⁻⁹ or better	

Section-IV PRICE BID FORMAT

S.No	Description of the item	Qty	Price
1	Hydro Acoustic Modem with Accessories	4 nos	
2	Cable with Accessories	4 nos	
3	Transport case with Accessories	4 nos	
4	Packing and Forwarding Charges	Lumpsum	
5	GST	Percentage	

Special Condition of Contract (SCC)

1. Technical Specification and compliance

Sl.No	Description	Values
1.	Operating depth and Operating range(Minimum)	Min 1000m and \geq 2000m
2.	Operating frequency	18 – 34 kHz
3.	Transducer beam shape	Hemispherical and suitable for reliable vertical and slant communication
4.	Data rate achievable	Better than 12kbps
5.	Internal data buffer	\geq 1MB
6.	Data interface	Communication interface RS232, Data format: ASCII or equivalent.
7.	Wake up feature	On receiving the acoustic data, the unit should be capable of waking the modem and hardware
8.	Software	Should provide advanced interface with modem and features such as serial communication, data downloading should be available.Should be compatible with Windows 10 and equivalent version.
9.	Power consumption	Active listen : Less than 350mW Transmission: Less than 70W

		Standby : Less than 4mW
10.	Operating voltage	12 to 30 V DC
11.	Weight in Air/Water	≤ 4kg / ≤ 1.5kg
12.	Connector type	The suitable depth rated cable with underwater connectors and suitable locking sleeves at both the end to be provided along with a bulkhead connector with pig tail for mounting with the enclosure. The preferred bulkhead connector is subconn MCBH8F. 4 sets of cables with connector at both the ends and bulkhead connectors and suitable locking sleeves to be supplied.
13.	Material of modem	Stainless Steel / Aluminium alloy Suitable for long term underwater deployments.
14.	Bit error rate	≤ 10 ⁻⁹ or better

2. PRE QUALIFICATION CRITERIA:

- 1) The proposed item should have been used in oceanographic application and documentary evidence for long term performance in underwater deployments to be provided.
- 2) The supplier should have experience in supply of similar items to National or International data buoy operators such as National Institute of Ocean Technology (NIOT), India, National Data Buoy Center, USA, Pacific Marine Environmental Laboratory USA, Woods Hole Oceanographic Institute (WHOI) USA, Japan Agency for Marine-Earth Science and Technology (JAMSTEC) or similar agency and provide copy of the purchase order with satisfactory completion certificate/Publication reference etc.,
- 3) If the above points are not fulfilled, no further correspondence will be entertained and bid will not be considered for further process.

Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY 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: or (ii) thirty days after the expiration of the validity of my/our Bid.

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 Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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