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|  | **ऱाष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान**NATIONAL INSTITUTE OF OCEAN TECHNOLOGY | संविदा आमंत्रण सूचना(नि.आ.सू.)**NOTICE INVITING TENDER (NIT)** | TUV_logo |
|
| फ़ार्म ख्या:Form No. | NIOT/S&P/NIT e-procurement schedule |
| निविदा संख्या/ Tender No. | NIOT/HVT/1181/2022-2023 |
| को जारी/ Tender Title | **Instrumentation sphere for sub-surface moored buoy system.** |
| निविदा प्रणाली/Tender Mode | OTTB (Open Tender Two Bid) - Domestic  |
| निविदा जारी होने की तिथिTender Issue date | **23.11.2022** |
| निविदा बंद होने की तिथि व समयTender Closing Date and Time | **16.12.2022 at 11.00 AM** |
| निविदा खुलने की तिथि व समयTender Opening Date and Time | **16.12.2022 at 11.30 AM** |
| विविदा प्रलेख उपलब्धता स्थान/ Tender Documents available place  | Tender documents can be downloaded from **www.eprocure.gov.in/eprocure/app** and our website [www.niot.res.in](http://www.niot.res.in/) till closing date and time of the Tender. The tender document fee is waived for downloading the tender. |
| Bidding Type &Tender submission/बोली का प्रकार & निविदा जमा करना | The tender is being Two Bid system, Techno- commercial Bid and BOQ( Price Bid ) should be submitted electronically through e-tender portal www.eprocure.gov.in/eprocure/app |
| ई-निविदा के लिये सहायता मैनुअल/ Help manual for e-tender  | Bidders may download the help documents and Bidders manual kit from [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) for any technical queries related to operation of the central procurement portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers – 918826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues/ clarifications relating to the tender(s) published kindly contact the respective tender inviting authority. |
| Submission of EMD/ ईएमडी जमा करना | **INR.90,000/-** 1. Scanned copy of the EMD instrument to be uploaded in the Central Procurement Portal.
2. 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.
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| अपने प्रश्न ई मेल आईडी पर भेजेंSend your queries to the email IDs | निविदा के अंतिम चरण तक/ Upto Tender finalization |  Support-eproc@nic.in / cppp-nic@nic.in /  hvt@niot.res.in  |

**राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**

**वेलचेरी ताम्बरम मेन रोड VELACHERY TAMBARAM MAIN ROAD**

**नारायण पुरम, चेन्नै 600 100 NARAYANPURAM, CHENNAI 600 100**

रा.स.प्रौ.सं. वेबसाइट/NIOT Website : http/www.niot.res.in/tender

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#  Bid Preparation and Tender Submission Procedure

##  INSTRUCTION FOR BIDDERS

Bidders may download the help documents and Bidders manual kit and FAQ from [www.eprocure.gov.in](http://www.tenderwizard.com/NIOT)/app . Toll free Helpdesk phone number 180030702232

**a)** For any technical queries related to operation of the Central Procurement Portal please mail to cppp-nic@nic.in OR please call 24 x 7 Toll Free No. **1800 3070 2232**and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874**.

**b)** In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel:** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to support-eproc@nic.in

**c)** For any policy related matter / clarifications please contact cppp-doe@nic.in - managed by Dept of Expenditure, Min of Finance.

**d)** For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).

**e) The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.**

## INTRODUCTION

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

##  Notice Inviting Tender

E-bids are invited on behalf of the National Institute of Ocean Technology for the **Instrumentation sphere for sub-surface moored buoy** **system** as per the specification enclosed.

1. **Submission of bids:** Bidders are advised to submit their Bid/quotation in two parts containing Technical proposal and unpriced BOQ part-1 , and - price bid (BOQ) as part-2 should be submitted electronically through **eprocurement portal www.eprocure.gov.in/app**.
2. This NIT shall form part of the order/Contract Document.
3. **Terms and conditions indicated in the NIT** shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated at Annexure - A wherever difference arises.

## INSTRUCTION TO BIDDERS:

1. **Security**: Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.
2. **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.
3. **Tender Opening**: The tenderer can participate in the tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be as per the NIOT norms.
4. **Default in Performance**: If any Vendor is not successfully discharging their contractual obligations against the order / contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor‟s performance still continues to be the same without any improvement, NIOT reserves right to BAN such Vendor permanently from participation in all the tenders of NIOT.
5. **Goods**  shall not be supplied without an official supply order.
6. **Order Acceptance :** The Successful bidder should submit order acceptance within 7 days from the date of order.
7. **Change of Name after award:** Request / intimations with regard to change of name of the Contracting company or constitution of the contracting company r after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.
8. **One Bid per Bidder**: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will result in rejection of all the bids.

##

##  BIDDING CONDITION

1. **Deadline for Submission of Bids:**Bids must be received by NIOT at the eprocurement portal specified in the Invitation for Bids cover page on or before the due date/ extended due date thereof.
2. **Due date Extension, Corrigendum to NIT**: Any corrigendum including the due date extension for NIT, corrigendum if any will be notified in the NIOT website. Hence bidders are requested to watch our website for such due date extensions and corrigendum if any.
3. **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.
4. **Unsolicited correspondences:** NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.
5. **Non Receipt of Tender:** NIOT will not be responsible for the non receipt of the tender due to any network problem.
6. **Submission of tender** by a tendererimplies that he has read this notice and all other order documents and has made himself aware of the scope and specifications of the item to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. Conditional offers are liable for rejection.
7. **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.
8. **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.
9. **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 web site. 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 RECEIPTS 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 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 (MSE’s) 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.

1. **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 :
	1. 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
	2. 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.

1. **Conditional offers** quotationsshall not be accepted.
2. **Signing of bids**: Each page of the tender and tender document shall be signed and uploaded by the bidder in eprocurement Portal.
3. **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.
4. **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.
5. **The compliance sheet** with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.
6. **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.
7. **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.
8. **Commercial compliance** as per the NIT commercial compliance shall be furnished along with the bid.
9. **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

1. **Currency of bids**:
	1. **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.
	2. **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.

## 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 order and the item should be delivered within **8-14 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.

1. **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.
2. **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 week 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.

1. **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 insurance shall be the scope of the bidder.
2. **Risk Purchase:** If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, NIOT is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.
3. **Warranty:** The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

 The product supplied should be free from manufacturing defects and a minimum period of one year (**12 months)** warranty from the date of receipt and acceptance at NIOT. The warranty certificate should be furnished in the prescribed format available in the NIOT web site at the link **https:[//www.niot.res.in/index.php/](http://www.niot.res.in/index.php/)vendor/login** in your letterhead. If the Vendors standard warranty is more than **12 months** the same shall be extended to NIOT.NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination.

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

1. **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 fulfillment of other obligations stipulated in the Purchase order. Balance 10% payment will be retained towards warranty period released only after completion of warranty period.
2. **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.
3. **Discounts:** Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

## Price:

## The price shall include but not limited to

* 1. Costs of goods/ services covered in this contract.
	2. Taxes and duties
	3. Transportation and packing cost (Air worthy packing of internationally acceptable practices withstand transit and Transshipments by air / road / rail)
	4. Cost of handling, documentation, freight, insurance from contractor‟s ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
	5. Charges for all testing
	6. Cost towards third party inspection at various stages as set forth in the contract.

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

1. **Taxes and duties:** The rates of taxes and duties will be as per Indian government norms:
	1. **Customs Duty:** As per Notification No.51/96-(Customs) dated 23.7.1996; read the 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.
	2. **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.
2. **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:
3. Insurance Surety Bonds
4. Account Payee Demand Draft (drawn in favour of ”The Director N.I.O.T”, Chennai in INR or in equivalent foreign currency)
5. Fixed Deposit Receipt from any Commercial Banks
6. Bank Guarantee from any of the Commercial Banks
7. Online payment in an acceptable form.

Performance Security shall be forfeited in the event of breach of Contract by the contract in terms of 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.

This format can be downloaded from the link **https**[**://www.niot.res.in/index.php/**](http://www.niot.res.in/index.php/)**vendor/login.** Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order. The performance security will be subject to changes as per the GOI notification after 31.03.2023.

1. **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 befrom any Nationalized / Commercial bank in Indiaor their branchesoutsideIndia. 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.
2. **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 tin 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.

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 contract conditions (SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the 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.

1. The vendor is required to provide their comments item-by-item on the compliance sheet provided in the 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.
2. In the case of test procedures mentioned in Annexure1 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.
3. Offer must contain all relevant technical details. Relevant drawings pertaining to the quoted design, 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.
4. **Termination of contract by NIOT:**NIOT retain the right to terminate the contract in case of violations of any of the terms of the contract by giving 15 days notice to the contractor. Upon such termination, the contractor shall not be entitled for any payment of consideration apart from NIOT‟s right to take any lawful action to protect public interest. The purchase order placed will be cancelled and the security Deposit or any other Bank Guarantee amount will be forfeited.

48. **INDEMNITIES:** The Contractor 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:

1. breach of this Agreement by the Contractor
2. 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
3. violation or contravention of any Legislation on the part of the Contractor
4. any negligence or wilful misconduct of Contractor, which violates any provision of this Agreement
5. Infringement of any intellectual property belonging to any third party by the Contractor
6. any breach of an agreement or understanding between Contractor and any and all Third Parties due to which a liability arises on NIOT.
7. any claim that any representations or warranties contained herein are not true or any breach thereof
8. any loss or damage caused by the Contractor to NIOT, its personnel or property
9. any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen
10. breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
11. any obligation of the Contractor 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.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.****No** | **Particulars** | **Yes** | **No** | **Page Ref** |
| 1 | Whether EMD for **INR. 90,000/-** is scanned and uploaded along with the technical document ? |  |  |  |
| 2 | Whether every page of the tender document is digitally signed and uploaded in the CPP 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 **(8-14 weeks)** is acceptable as per the tender. |  |  |  |
| 13 | Whether the warranty period is acceptable as per the tender. |  |  |  |

**Technical Terms Compliance sheet** (To be filled by bidder)

|  |  |  |  |
| --- | --- | --- | --- |
| **SI.No** | **Description** | **Details** | **Remarks (Yes/No)** |
| 1. | Deep Sea Glass Sphere  | * Size: 17”
* Outer diameter: 430 to 434 mm
* Inside diameter: 400 mm to 406 mm
* Depth rating: Min 6000 m
* Glass Spheres made of Low expansion borosilicate
* Net Buoyancy: Min 25 kg
* Transparent with smooth, pore-free surface
 |  |
| 2. | Protective Shell or Hard Hats with attachment screw set | * Size: 17”
* Style: Ribbed
* Colour: Yellow / Orange
* Material: Polyethylene
* Neutrally Buoyant
* Screw set material: Stainless Steel
* Protective shell for 17" glass sphere consists of two flanged units bolted together with stainless steel hardware
 |  |
| 3. | Rubber bumpers for protective shell  | * Outer diameter: 1"
* Type: Push-in stem mount
* Material: Styrene-Butadiene Rubber or equivalent
* Qty: 8 Nos. per glass sphere
 |  |
| 4. | Sealing Purge Port or vacuum port with Cap | * Material: Titanium
* Depth rating: Min 6000 m
* Fits into the clearance 7/16" diameter hole or standard hole with o –rings
* Self sealing purge port with o-rings, check valve, pressure cap and mounting sets shall be installed in a glass sphere to facilitate opening and closing the sphere
 |  |
| 5. | Additional Standard drill hole  | * For mounting 3 subconn connector (Field replaceable type)
 |  |
| 6. | Mounting set for 7/16" bulkheads  | * Mounting set for 7/16" consisting of Stainless steel / brass adapter plate with o -ring, plastic profiled washer, Stainless steel washer, Stainless steel disk spring, and Stainless steel nut
 |  |
| 7. | Sealant band  | * Material: Butyl Rubber
* Size: 20 mm x 2mm
* length: 30 m
 |  |
| 8. | Protective Tape  | * Material: Polyvinyl Chloride
* Size: 50.4 mm x 0.254 mm
* length: 30 m
 |  |
| 9. | Mounting Rings with threaded insert | * Size: 13 inches
* Material: Rigid PVC or equivalent
* Outside diameter: 300 mm
* Inside diameter: 240 mm
* Width 30 mm
* M5/M6 threaded insert for every 25 mm
 |  |
| 10. | Subconn Connector MCBH8F or equivalent | * Underwater applications
* Voltage rating: 300 V AC rms
* Current rating per contact : 5 A
* Depth rating: Min 600 bar
* Connector body: Chloroprene rubber
* Bulkhead body: Stainless Steel
* O-ring material: Nitrile
* Locking straps/sleeves: Chloroprene rubber
 |  |
| 11. | Subconn Dummy plug MCBH8M or equivalent | * Underwater applications
* Depth rating: Min 600 bar
* 8 Pin Male bulkhead dummy
* Mated with Subconn Underwater Connector MCBH8M or equivalent
 |  |
| 12. | Assembly Requirement | * Glass sphere, vacuum port, connectors, hard hats and rubber bumpers should be assembled and supplied as one unit.
 |  |
| 13. | Test Certificate | * Glass sphere and its accessories shall be free from manufacturing defects. All glass spheres should be tested for material conformity and hydrostatic pressure to the working depth range and documentary proof for the same should be provided.
 |  |
| 14. | Modification | * Any minor modifications in the drill hole specifications shall be carried out by the supplier at free of cost.
 |  |

### Price Bid Format

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.No** | **Description** | **Qty** | **Quoted Currency in INR** |  |  |
| **Unit Rate** | **Amount** |
| 1 | Instrumentation sphere with accessories | 8 | INR |  |  |
| 2 | Deck Purge box with accessories | 2 | INR |  |  |
|  | **Sub Total** |  |  |  |  |
|   | **GST** |  % |  |  |  |
|   | **Total DAP, NIOT Chennai** |   |  |  |  |

**Annexure-A**

**Special conditions of contract (SCC)**

1.0 Scope of Work

Supply of deep sea glass spheres and its accessories as per the technical specifications and requirements.

**2.0 Required Quantity**

|  |  |  |
| --- | --- | --- |
| Sl.No | Item | Qty |
| 1. |  Instrumentation sphere with accessories | 8 Unit |
| 2. | Deck Purge box with accessories | 2 Unit |

3.0 Technical Specifications and Compliance

|  |  |  |
| --- | --- | --- |
| **Sl.No** | **Description** | **Details** |
| 1. | Deep Sea Glass Sphere  | * Size: 17”
* Outer diameter: 430 to 434 mm
* Inside diameter: 400 mm to 406 mm
* Depth rating: Min 6000 m
* Glass Spheres made of Low expansion borosilicate
* Net Buoyancy: Min 25 kg
* Transparent with smooth, pore-free surface
 |
| 2. | Protective Shell or Hard Hats with attachment screw set | * Size: 17”
* Style: Ribbed
* Colour: Yellow / Orange
* Material: Polyethylene
* Neutrally Buoyant
* Screw set material: Stainless Steel
* Protective shell for 17" glass sphere consists of two flanged units bolted together with stainless steel hardware
 |
| 3. | Rubber bumpers for protective shell  | * Outer diameter: 1"
* Type: Push-in stem mount
* Material: Styrene-Butadiene Rubber or equivalent
* Qty: 8 Nos. per glass sphere
 |
| 4. | Sealing Purge Port or vacuum port with Cap | * Material: Titanium
* Depth rating: Min 6000 m
* Fits into the clearance 7/16" diameter hole or standard hole with o –rings
* Self sealing purge port with o-rings, check valve, pressure cap and mounting sets shall be installed in a glass sphere to facilitate opening and closing the sphere
 |
| 5. | Additional Standard drill hole  | * For mounting 3 subconn connector (Field replaceable type)
 |
| 6. | Mounting set for 7/16" bulkheads  | * Mounting set for 7/16" consisting of Stainless steel / brass adapter plate with o -ring, plastic profiled washer, Stainless steel washer, Stainless steel disk spring, and Stainless steel nut
 |
| 7. | Sealant band  | * Material: Butyl Rubber
* Size: 20 mm x 2mm
* length: 30 m
 |
| 8. | Protective Tape  | * Material: Polyvinyl Chloride
* Size: 50.4 mm x 0.254 mm
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 |
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* Material: Rigid PVC or equivalent
* Outside diameter: 300 mm
* Inside diameter: 240 mm
* Width 30 mm
* M5/M6 threaded insert for every 25 mm
 |
| 10. | Subconn Connector MCBH8F or equivalent | * Underwater applications
* Voltage rating: 300 V AC rms
* Current rating per contact : 5 A
* Depth rating: Min 600 bar
* Connector body: Chloroprene rubber
* Bulkhead body: Stainless Steel
* O-ring material: Nitrile
* Locking straps/sleeves: Chloroprene rubber
 |
| 11. | Subconn Dummy plug MCBH8M or equivalent | * Underwater applications
* Depth rating: Min 600 bar
* 8 Pin Male bulkhead dummy
* Mated with Subconn Underwater Connector MCBH8M or equivalent
 |
| 12. | Assembly Requirement | * Glass sphere, vacuum port, connectors, hard hats and rubber bumpers should be assembled and supplied as one unit.
 |
| 13. | Test Certificate | * Glass sphere and its accessories shall be free from manufacturing defects. All glass spheres should be tested for material conformity and hydrostatic pressure to the working depth range and documentary proof for the same should be provided.
 |
| 14. | Modification | * Any minor modifications in the drill hole specifications shall be carried out by the supplier at free of cost.
 |

4.0 Pre-Qualification Criteria:

 1) The proposed instrumentation sphere should have been used in deep sea application and documentary evidence for long term performance to be provided

 2) The supplier should have an experience in supply of similar items to National or International data buoy operators such as National Institute of Ocean Technology (NIOT), Chennai, 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), and to provide copy of the purchase order with satisfactory completion certificate/Publication reference.

 3) If the above points are not fulfilled, no further correspondence will be entertained and bid will not be considered for further process.