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|  | **ऱाष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान**NATIONAL INSTITUTE OF OCEAN TECHNOLOGY | संविदा आमंत्रण सूचना(नि.आ.सू.)**NOTICE INVITING TENDER (NIT)** | TUV_logo |
|
| फ़ार्म संख्या:Form No. | NIOT/S&P/NIT  |
|  |  **e-Tender Schedule** |
| निविदा संख्या/Tender No. | NIOT/S&P/MBT/27552/2022-23 |
| कोजारीIssued To | **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.** |
| निविदाप्रणाली/Tender Mode | **Open Tender Two Bid** |
| निविदाजारीहोनेकीतिथिTender Issue date | **21/11/2022** |
| प्री-बिड मीटिंग की तारीख Pre-bid Meeting date | **06.12.2022 at 11.00 hrs** |
| निविदा बंद होने की तिथि व समयTender Closing Date and Time | **On 22/12/2022 at 3.00 PM** |
| निविदा खुलने की तिथि व समयTender Opening Date and Time | **On 22/12/2022 at 3.30 PM**  |
| EMD Amount in | INR 21,000/- (Rupees Twenty One Thousand Only) in the form of Demand Draft (DD) drawn in favour of ‘NIOT-OTHER RECEIPTS ACCOUNT’ or in form of Bank Guarantee |
| बोली का प्रकार एवं निविदा प्रस्तुतिकरणBidding Type & Tender submission | Two Bid Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Wizard portal <https://moes.euniwizarde.com> |
| विविदा प्रलेख उपलब्धता स्थानTender Documents available place | Tender documents can be freely downloaded from <https://moes.euniwizarde.com> and our website <https://www.niot.res.in/index.php/vendor/login>  till closing date and time of the Tender.  |
| ई-निविदा के लिये सहायता मैनुअल/Help manual for e-tender | Bidders may download the help documents and Bidders manual kit from <https://moes.euniwizarde.com> .Helpdesk number : Mr. Gagan T S, e-Wizard Team, ITI-Ltd, Bangalore, Mobile No: 91 8448288987, 8448288989, 8448288994, E-Mail: eprochelpdesk.01@gmail.com, eprochelpdesk.03@gmail.comFor any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. |
| अपने प्रश्न ई मेल आईडी पर भेजेंSend your queries to the email IDs | निविदा के अंतिम चरण तक/Upto Tender finalisations | kharid@niot.res.in / gopalakrishnaa.niot@gov.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 : <https://www.niot.res.in/index.php/vendor/login>

**Bid Preparation and Tender Submission Procedure**

**INSTRUCTION FOR BIDDERS**

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

1. REGISTRATION PROCESS ON ONLINE PORTAL

a) Bidders to enroll on the e-Procurement module of the portal https://moes.euniwizarde.com by clicking on the link “Bidder Enrolment”.

b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.

c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.

d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.

c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.

c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.

d) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

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

6. ASSISTANCE TO BIDDERS

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

b) Any queries relating to the process of online bid submission or queries relating to eWizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk.

The contact number for the helpdesk is

Gagan (8448288987/89/eprochelpdesk.01@gmail.com),

Birendra (8448288988/94/eprochelpdesk.02@gmail.com),

Rahul Singh (8448288982), Abhishek Kumar (9355030617),

Tariq (9355030608),9355030604,9122643040,9504661237

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

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

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| --- | --- | --- |
| Name of the work | : | **PROVIDING CONSULTANCY SERVICES FOR PREPARING DETAILED ENGINEERING DESIGN FOR STANDARD ORGANISM TEST FACILITY FOR BALLAST WATER TREATMENT TECHNOLOGIES – TEST FACILITY (BWTT-TF), AT PAMANJI VILLAGE, NELLORE DIST, ANDHRA PRADESH** |
|  |  |  |
| Completion Period  | : | 12 months from the date of Contract or completion for the project with ever is earlier. |
| Category | : | Open Tender - Two Bid |

**Two Bid tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Tender Portal** **eprochelpdesk.03@gmail.com****.**

**Important Note: All bidders may note that Price bid or its details should not be revealed in Part I (Technical Bid) of the BID. Revealing price schedule in Part I (Technical Bid) shall result in treating the Bid as invalid tender.**

# **Background:**

The National Institute of Ocean Technology (NIOT) plans to establish a Standard Test Organism (STO) culture facility, which is an associated facility for Ballast Water Treatment Technologies - Test Facility (BWTT-TF), at the Sea Front Site of NIOT in Pamanji village, Nellore District, A.P. The primary task of the STO culture facility is to grow rearing facility for high density culture of plankton and larval forms. As per IMO guidelines, the testing and validation of newly developed Ballast Water Treatment System in a land-based BWTT-TF requires a prerequisite number of physico-chemical and biological parameters before initiation of the tests. The STO culture facility will provide all the required density and diversity of the biological parameters.

1. **The scope of the consultancy service has been divided into tasks as mentioned below:**

|  |  |  |
| --- | --- | --- |
| **Particulars** | **Definition** | **Remarks (Yes/ No)** |
| Task – 1  | To prepare the master layout of the facility for Standard Organism Test Facility rearing facility for high density culture of plankton and larval forms as per the requirement of NIOT. |  |
| Task – 2  | To prepare a Detailed Engineering Designs including architectural, structural, mechanical, electrical and plumbing drawings, equipment & machinery components and Bill of Quantities following CPWD method as per the requirement of NIOT. |  |
| Task – 3  | Proof Checking of the structural engineering design by any of the institutions like IIT-M, Chennai / Anna University, Chennai or any other Central / State Government engineering institutes. Preparation of scaled 3D animated model of the facility. |  |
| Task – 4  | Re-engineering of the design, correction, modification at the time of execution and periodical monitoring during the construction as per vetted design till completion of the project, coordination for submitting of as built drawings and stage wise inspection, as when requested by NIOT, during various phases of the construction for monitoring / suggestions, if any. |  |

1. **Deliverables & Reporting Requirements:**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Name of Assignment** | **\*Indicative****Duration** |
|  | To prepare the master layout of the facility for Standard Organism Test Facility rearing facility for high density culture of plankton and larval forms as per the requirement of NIOT. | 30 Days from the date of receipt of order. |
|  | To prepare a Detailed Engineering Designs including architectural, structural, mechanical, electrical and plumbing drawings, equipment & machinery components and Bill of Quantities following CPWD method as per the requirement of NIOT. | 30 Days from the date of approval of task – 1.  |
|  | Proof Checking of the structural engineering design by any of the institutions like IIT-M, Chennai / Anna University, Chennai or any other Central / State Government engineering institutes. Preparation of scaled 3D animated model of the facility. | 30 days from the date of approval of task – 2. |
|  | Re-engineering of the design, correction, modification at the time of execution and periodical monitoring during the construction as per vetted design till completion of the project, coordination for submitting of as built drawings and stage wise inspection, as when requested by NIOT, during various phases of the construction for monitoring / suggestions, if any. | Till the completion of the project. |

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1. **Payment schedule for the deliverables:**

The total duration for preparation of the project report is three months from the date of work order contract excluding the time taken by the authority in conveying its comments on the Draft Report.

|  |  |  |
| --- | --- | --- |
| **Task** | **Specific Deliverables** | **Payment (%)** |
| 1 | Submission of the master layout of the facility for Standard Organism Test Facility rearing facility for high density culture of plankton and larval forms as per the requirement of NIOT. | 90% of the cost relating to task – 1.  |
| 2 | Submission of Detailed Engineering Designs including architectural, structural, mechanical, electrical and plumbing drawings, equipment & machinery components and Bill of Quantities following CPWD method as per the requirement of NIOT. | 90% of the cost relating to task – 2.  |
| 3 | Submission of report of proof checking of the structural engineering design by any of the institutions like IIT-M, Chennai / Anna University, Chennai or any other Central / State Government engineering institutes. Preparation of scaled 3D animated model of the facility. | 90% of the cost relating to task – 3. |
| 4 | Re-engineering of the design, correction, modification at the time of execution and periodical monitoring during the construction as per vetted design till completion of the project, coordination for submitting of as built drawings and stage wise inspection, as when requested by NIOT, during various phases of the construction for monitoring / suggestions, if any. | 100% payment on completion of construction in all aspects. |

**Note: The 10% deducted amount will be paid in Task 1 to 3 along with Task -4 payment.**

**Release of payments**: All stage payments at each milestone mentioned above shall be made based on the recommendations of the appropriate authority.

1. **Report preparation:**

Report of detailed engineering design of architectural, structural, mechanical, electrical and plumbing drawings, list of equipment & machinery components and preparation of Bill of Quantities following CPWD method including background calculations is expected to be submitted to NIOT in both soft and hard copy formats.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Deliverables** | **Soft copy file format** | **Number of soft copies** | **Number of hard copies (colour prints wherever required)** |
|  | Detailed engineering designs | AutoCAD & PDF | 1 each | 4 |
|  | General project design report | MS-Word & PDF | 1 each | 4 |
|  | Bill of Quantities | MS-Excel & PDF | 1 each | 4 |
|  | Report of proof checking | PDF (scanned) | 1 | 4 |
|  | Scaled 3D - animated model | Original vector file & JPEG/TIFF | 1 each | 4 |
|  | List of machineries and equipments | MS-Excel & PDF | 1 each | 4 |
|  | A report of each site visit and a consolidated report after all visits. | Appropriate format  | 1 | 3 |

1. **Completion of service**

 All the study outputs including primary data shall be compiled, classified and submitted by the consultancy service in soft form apart from the reports indicated in deliverables. The study outputs shall remain the property of the authority and shall not be used for any purpose (other than that intended under this NIT) without the written permission of the Authority/Applicant. The designing shall stand completed on acceptance by the Authority of the deliverables of the consultancy service. The consultancy shall, in any case, be deemed to be completed on completion of work unless extended by mutual consent of the authority and the consultancy service.

1. **Consultancy service requirement**

The consultancy service shall deploy the team leader and member(s) as contemplated in the tender document during the entire period of consultancy service including site visits. Any deviation in deployment shall have the prior approval of the NIOT official in charge of the project.

**Reports**

#  Design report, including the detailed design of the structure, structural analysis, design drawings, and background calculations is expected to be submitted to NIOT in both soft and hard copy formats. The report should also include the detailed costing with breakup for each component, supply of materials, construction/implementation methodology, etc. The geotechnical data on the foundation substrate required for detailed design will be provided by NIOT.

## Conflict of Interest

 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NIOT / Authority shall mutually agreed genuine pre-estimated compensation and damages payable to the NIOT / Authority for, inter alia, the time, cost and effort of the NIOT / Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the NIOT / Authority hereunder or otherwise.

The NIOT / Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NIOT / Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with it's prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NIOT / Authority.

Some guiding principles for identifying and Addressing Conflicts of Interest have been illustrated in the Guidance. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

The Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1 (c)(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty-six percent) of the subscribed and paid up equity shareholding of such intermediary; or

1. a constituent of such Applicant is also a constituent of another Applicant; or
2. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
3. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
4. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Application of either or each of the other Applicant; or
5. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NIOT / Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
6. a firm which has been engaged by the NIOT / Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 13.1(d); conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
7. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

 For purposes of this NIT, Associate means, in relation to the Applicant, a person who controls, is controlled by or is under the common control with such Applicant. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the NIOT / Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the NIOT / Authority in accordance with the rules of the NIOT / Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## Taxes and Duties

**GST Registration:**

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

**Deductibles:**

1. **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is mandatory.
2. **GST-TDS:** NIOT has enrolled under GST in the category “Tax Deductor”. The bidders are requested to update their database regarding NIOT’s Registration under GST-Tax Deductor.

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

## Instructions to applicants

## General

 The Authority invites Proposals (the “Proposals”) for selection of a **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.** The word ‘Proposal’ is synonymous with ‘bid’ and ‘tender’, and the words ‘tender documents’ with ‘bidding documents’. The word ‘Applicant’ is synonymous with the word ‘bidder’.

 A pre-bid meeting for the clarification of techno-commercial doubts, if any, shall be conducted at NIOT premises as specified in this document. In case any potential bidders are unable to attend the pre-bid meeting, they may send their query by email to guberan.niot@gov.in gopalakrishnaa.niot@gov.in. Minutes of the pre-bid meeting will be uploaded on our website for the benefit of all. Applicants are encouraged to seek all queries that will have bearing on man hours, specialization etc., fully about the assignment before submitting the Proposal by making sufficient enquiries or sending written queries to the Authority.

 A detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this tender. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, may participate in the tender either individually (the “Sole Firm”) or as a lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this tender. Any firm desires to submit as a consortium it should submit an agreement that exists between consortium partners to fulfill entire contractual obligations if a contract is awarded along with details on partner role and responsibilities.

## Due diligence by Applicants

 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project siteon sending written queries to the Authority, and attending a Pre-bid meeting on the date and time specified by NIOT.

## Technical Proposal

 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”). While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

* Bid proposal letter in the prescribed format is attached along with the relevant supporting documents to establish the pre-qualification criteria and also the experience of the key personnel;
* All forms in APPENDIX are submitted in the prescribed formats and signed by the prescribed signatories;
* Detailed work plan for the preparation of Project schedule and Project methodology for the Task 1, 2, 3 & 4 are included;
* Details of Technical expertise (brochures, published articles, client reference, executed work orders) of the firm(s) and the key personnel;
* Documentation for pre-qualification and evaluation as mentioned in sections
* Details of manpower to be deployed for this project with qualification, experience and expertise, CVs of all Professional Personnel have been included;
* Techno-commercial compliance shall be furnished along with the offer, confirming compliance with all the terms and conditions of the tender document;

 The proposed team shall be comprised of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.

 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted as given in formats APPENDIX.

**Financial Proposal**

 Applicants shall submit the financial proposal in the formats Appendix-X (the “Financial Proposal”) clearly indicating the basic cost of the Consultancy except Goods and Service tax (GST) in both figures and words, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total is shown in the Financial Proposal, the lower of the two shall prevail.

While submitting the Financial Proposal, the Applicant shall ensure the following:

1. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), transportation, accommodation, airfare, equipment, printing of documents, surveys, investigations etc. No additional claim can be considered during the currency of contract as the contract envisaged to be a fixed price contract.
2. The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.

#  **GENERAL TERMS AND CONDITIONS FOR TENDER SUBMISSION AND EVALUATION**

* NIOT reserves right to reject any or all of the bids received in response to this NIT without assigning any reasons whatsoever.
* Applicants shall note that NIOT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.
* Canvassing in any form by any applicant or by any other agency acting on behalf of the applicant after submission of the bid may disqualify the said applicant. NIOT’s decision in this regard shall be final and binding on the Applicant. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this tender.
* No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any other consortium, for this tender.
* Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/rejected.
* The selection process shall be governed by, and construed in accordance with, the laws of India and the courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection process. All matters relating to disputes and difference of opinion shall be settled mutually in accordance with the provisions of Arbitration and Conciliation Act 1996 or any amendments thereto and through a sole arbitrator to be appointed by Director, NIOT. The court within the boundary of Chennai, India will only have jurisdiction over any legal matters and or disputes out of this contract.

## Closing date

 The completed Proposal must be uploaded electronically as mentioned in eprochelpdesk.03@gmail.com. NIOT on or before the due date stipulated in this document. Also, it may be noted that it is the sole responsibility of the applicant to ensure submission of the proposals within the time limit. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

 The Authority may, in its sole discretion, extend the last Date for submission of proposals by issuing an Addendum uniformly for all Applicants.

## Clarifications

 Applicants requiring any clarification on the tender may send their query by email to guberan.niot@gov.in gopalakrishnaa.niot@gov.in , before the tender closing date. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants without identifying the source of queries. All bidders shall visit the official e-tender website before submission 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 NIT shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## Amendment of NIT

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the NIT document by the issuance of Addendum/ Amendment and post it on the Official Website.

All amendments when issued shall form part of NIT and shall supersede original version where ever amendments are made in the corrigendum. The amendments will be posted on the Official Website along with the revised NIT containing the amendments and will be binding on all Applicants. Hence it is suggested that all bidders may visit the web site before uploading their tender including price bid.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the deadline for submission of the proposal.

## Bid Validity

Bids shall remain valid and open for acceptance for a minimum period of 90 days. A Bid valid for a shorter period may be considered as unacceptable and liable for rejection.

## Bid validity extension

In exceptional circumstances, prior to the 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. When bid validity is extended EMD BG also deemed to have been extended automatically and restored the right and claim over the BG submitted for the purpose.

## EMD:

The bidder shall furnish EMD INR 21,000/- (Rupees Twenty One Thousand Only) in the form of Demand Draft (DD) drawn in favour of ‘NIOT-OTHER RECEIPTS ACCOUNT’ or in form of Bank Guarantee.

**Refund of EMD:**

 EMD will be refunded to all unsuccessful bidders on finalization of tender process. In respect of successful bidder same will be returned on furnish of performance security.

## Bid submission

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

## Order Acknowledgement

 The work order acknowledgment should be from the party on whom it is placed within 7 days from the date of receipt of the work order. NIOT prefers dealing with all Contractors directly and avoids intermediatory.

## Submission of bid

 The Applicants shall upload the bid electronically with all pages numbered serially and by giving an index of submissions as mentioned in eprochelpdesk.03@gmail.com.. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the NIT. In case the bid is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the NIT and the original NIT issued by the Authority, the latter shall prevail.

## Evaluation of Technical Bid

 In the first stage, the Technical Bid will be evaluated on the basis of technical information given in the bid document. Bids not conforming to specification and technical criteria given in tender document shall be rejected. To facilitate the evaluation of bids, the authority may at its sole discretion, seek clarifications from any applicant regarding its bid. Such clarifications shall be provided within the time specified by the Authority for this purpose.

# **REJECTION OF ALL PROPOSALS, AND RE-INVITATION**

 NIOT will have the right to reject all proposals. However, such rejections should be well considered and normally be in cases where all the bids are either substantially in deviation to the TOR or considered unreasonably high in cost and in the latter case, the lowest qualified bidder during negotiations fails to reduce the costs to a reasonable level. If it is decided to reinvite the bids, the terms of reference should be critically reviewed/modified so as to address the reasons for not getting any acceptable bid in the earlier Invitation for Bids.

# **CONFIDENTIALITY**

 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the award of the contract is notified to the successful firm.

# **FRAUD AND CORRUPT PRACTICES**

 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIT, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed on genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the NIT, including consideration and evaluation of such Applicant’s Proposal.

 Without prejudice to the rights of the Authority based above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or NIT issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

1. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
2. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
3. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
4. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
5. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

# **PRE-Bid MEETING/ CONFERENCE**

 Pre-Bid meeting/Conference of the applicants/bidders shall be on **06.12.2022 (11.00 hrs)** at NIOT, Chennai. A maximum of two representatives of each Applicant shall be allowed to participate on the production of an authority letter from the Applicant. The bidders are advised to download the NIT document and go through details and conditions and quires if any related to the above NIT will be clarified during this meeting.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. Bidders who are unable to attend the meeting can send their quires in writing or email to gopalakrishnaa.niot@gov.in / guberan.niot@gov.in with necessary details of the Applicant. All the quires should reach well before the scheduled date of the meeting.

# **SUSPENSION OF AGREEMENT**

 The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

# **TERMINATION OF AGREEMENT**

## By the Authority

 The Authority may, by not less than 30 (thirty) days’ written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events and terminate this Agreement if:

1. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
2. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for the relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
3. the Consultant fails to comply with any final decision reached as a result of arbitration
4. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant aware to be false;
5. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
6. as the result of Force Majeure, the Consultant is unable to perform a of the Services for a period of not less than 60 (sixty) days; or
7. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

## By the Consultant

 The Consultant may, by not less than 30 (thirty) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events and terminate this Agreement if:

1. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within 45 (forty-five) days after receiving written notice from the Consultant that such payment is due after fulfilling the required contractual obligations.
2. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant’s notice specifying such breach;
3. The Authority fails to comply with any final decision reached as a result of arbitration.

# **MISCELLANEOUS**

 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The NIOT / Authority, in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to:

* 1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
	2. consult with any Applicant in order to receive clarification or further information;
	3. retain any information and/or evidence submitted to the NIOT / Authority by, on behalf of and/or in relation to any Applicant; and/or
	4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NIOT / Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

 All documents and other information supplied by the NIOT / Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the NIOT / Authority. The NIOT / Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The NIOT / Authority reserve the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

**Commercial Terms Compliance sheet (The format should not be altered)**

| **Sl. No** | **Particulars** | **Yes** | **No** | **offer****Page Ref** |
| --- | --- | --- | --- | --- |
| 1 | Whether every page of the tender document is signed for acceptance of tender and uploaded along with the offer? |  |  |  |
| 2 | Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)  |  |  |  |
| 3 | Whether accepted to submit the order acceptance within 7 days from the date of order? |  |  |  |
| 4 | Whether Quote is valid for **90 days** from the due date of tender or time specified in the tender document whichever is later? |  |  |  |
| 5 | Whether **payment terms** of the tender is complied with?  |  |  |  |
| 6 | Whether the bidder satisfies the Pre- qualification criteria  |  |  |  |
|  | 1. a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)
 |  |  |  |
| 1. Supplier should have previous experience in supply of similar items to recognized institutions. (Mandatory qualifying condition)
 |  |  |  |
| 7 | Whether price is **FOR /DAP NIOT, Pamanji, Nellore, A.P.**? |  |  |  |
| 8 | Whether the freight cost is included, if not included whether the freight cost is indicated separately?  |  |  |  |
| 9 | Whether the **authorization letter** exclusively for this tender, from the original manufacturer is enclosed? |  |  |  |
| 10 | a)    Whether **warranty** period accepted as per tender? |  |  |  |
| b)    Whether submission of **warranty** certificate in the prescribed format is acceptable? |  |  |  |
| 11 | Whether the **delivery period** is clearly indicated, and is as per tender? |  |  |  |
| 12 | Whether the cost of installation / inspection / testing explicitly mentioned in the quote?  |  |  |  |
| 13 | Whether Past track record of quality and service is enclosed? |  |  |  |
| 14 | Whether list of deliverables attached and comply as per tender? |  |  |  |
| 15 | Whether liquidated damage clause is acceptable in case of delayed supply? |  |  |  |
| 16 | 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? |  |  |  |
| 17 | Whether item-wise price is quoted as per price bid and quoted price is realistic? |  |  |  |
| 18 | Whether technical specification has been duly filled in and submitted with the tender document is uploaded along with the quotation. |  |  |  |
| 19 | Whether HSN code of the product has been indicated? |  |  |  |
| 20 | **Whether your firm is registered under MSME/ NSIC/DIC/UAM? If yes enclose copy of registration** |  |  |  |

#### APPENDIX-I

**Eligibility Criteria of Hiring Consultancy Services**

The Consultant/ agencies should be a sole agency being firm partnership /limited labiality company or legal entity under Indian Companies Act. The company should have the following thresholds to be eligible for bidding

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Particulars** | **Remarks****(Yes/No)** |
| **Financial Criteria:** |
|  | Having Minimum turnover of 4 lakhs in each year during last three financial year  |  |
|  | Should be a profit making company |  |
| **Technical Criteria:** |
|  | The Consultant firm or Consultant Lead Member should have been in existence for last Five (5) years from the date of opening of the tender as consultancy Business of Development of Marine Fin Fish Hatchery Complex / related facilities. |  |
|  | The consultant must have previous experience in Project Management Consultancy for at-least one similar project where the development of single species or multiple species of marine hatchery complex project. |  |

**Project Team Requirements:**

NIOT expects that the bidder has the required resources for carrying out the work within the defined time frame. In case the bidder does not possess all these resources in-house, it is suggested that a suitable tie-up with reputed service providers in the respective areas may be entered into with a clear scope split. The team shall be led by a Team Leader and Task Leaders of various tasks/disciplines. All the key personnel’s shall be available throughout the currency of the assignment, as per the project requirements and as mutually agreed upon. The role of Consultant‟ is critical to the successful and timely implementation of the Project and the bidder, in acknowledgment of this fact, shall endeavor to propose such a team that is highly proactive, responsive and result-oriented. The team shall be complete and fully equipped with all skill sets required to carry out this assignment. The suggested area of expertise/team composition is indicated below for guidance:

**Qualifications & experience of key experts - Eligibility Criteria**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Key Expert** | **Qualification** | **Experience** | **Remarks(Yes/No)** |
|  | Team Leaders | MinimumM. Tech or M.E in (Aquaculture Engineering) | Qualification Experience – 30 years. Minimum 25 years Experience in Fisheries & Aqua Project Developments. |  |
|  | Aquaculture Engineer | MinimumM. Tech or M.E in (Aquaculture Engineering) | Qualification Experience – 20 years. Minimum 15 years Experience of in Fisheries & Aqua Project Developments. |  |
|  | Aquaculture Environmental Expert | Minimum Master in Aquaculture, Environment Science or Engineering  | Qualification Experience – 20 years. Minimum 15 years Experience of in Fisheries & Aqua Project Developments. |  |
|  | Civil Engineer  | Minimum Bachelor of Civil Engineer or B.Tech in Civil Engineering  | Minimum 3 years Experience in Fisheries & Aqua Project Developments. |  |
|  | Electrical Engineer | Minimum Bachelor of Engineer or B.Tech in Engineering  | Minimum 2years Experience in Fisheries & Aqua Project Developments. |  |
|  | Structural Engineer | Minimum Bachelor of Engineer or B.Tech in Engineering  | Minimum 3years Experience in Engineering Project Developments. |  |

####

#### APPENDIX-II

**TECHNICAL PROPOSAL**

Letter of Proposal

(On Applicant’s letterhead)

(Date and Reference)

To,

Sub: Appointment of **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.**

Dear Sir,

With reference to your NIT Document dated ………….., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.**

The proposal is unconditional and unqualified.

All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made to the express purpose of appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

I/We declare that the consortium arrangement, if any, will remain firm for the whole duration of the project if the contract is awarded. Upon award of the contract, I/We will provide full support to ensure the successful and timely completion of the work as described in the NIT.

I/We jointly assure NIOT that all contractual obligations as per tender shall be honored until completion of the work mentioned in this NIT. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the NIT Document.

Yours faithfully,

 (Signature, name, and designation of the authorized signatory) (Name and seal of the Applicant /Lead Member)

#### APPENDIX-III

**Particulars of the Applicant**

|  |  |
| --- | --- |
|  | Title of Consultancy: **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.** |
|  | Title of Project: **Project Management Consultant** (PMC) |
|  | State whether applying as Sole Firm or Lead Member of a consortium:Sole Firm or Lead Member of a consortium |
|  | State the following:Name of Company or Firm:Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):Country of incorporation:Registered address:Year of Incorporation:Year of commencement of business:Principal place of business:A brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorizedsignatory of the Applicant:Name:Designation:Company:Address:Phone No.:Fax No. :E-mail address: |
|  | If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business. |
|  | For the Applicant, (in case of a consortium, for each Member), state the following information: In the case of non-Indian Firm, does the Firm have a business presence in India?Yes/No If so, provide the office address (es) in India. |
|  | Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No.If yes, does the Applicant (and other Member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other Capacity? Yes/No |
|  | Does the Applicant intend to borrow or hire temporarily, personnel from contractors/manufacturers/ suppliers for the performance of the Consulting Services? Yes/NoIf yes, does the Applicant agree that it will only be acceptable as Consultant if those contractors, manufacturers, and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/NoIf yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No(Signature, name, and designation of the authorized signatory) For and on behalf of ……………….................. |

####

#### APPENDIX-IV

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

NIOT

Dear Sir,

Sub: NIT for **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.**

I/We hereby confirm that we, the Applicant (along with other members in case of a consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the NIT document.

I/We have agreed that ……………….. (insert Applicant’s name) will act as the Lead member of our consortium.

I/We have agreed that ……………….. (insert individual’s name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the Authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name, and designation of the Authorised Signatory)

For and on behalf of ....................

####

#### APPENDIX-V

**Particulars of Key Personnel**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S. No. | Designation of KeyPersonnel | Name | EducationalQualification | Length ofProfessionalExperience | Present Employment | No of Assignments |
| Name of firm | Employment since |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

 I/We certify that

1. Above Key personnel shall be available without any interruption for the successful completion of entire scope of tender if awarded to us.
2. We also certify that if any change in key personnel, same shall be acceptable to NIOT without any deficiency in the quality of work (or) when not acceptable to NIOT the contract is liable for termination at the sole risk and cost of the contractor.

(Signature, name, and designation of the authorized signatory)

 (Name and seal of the Applicant /Lead Member)

####  APPENDIX-VI

**Abstract of Eligible Assignments of Key Personnel**

Name of Key Personnel: Designation:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name of Project\* | Name of Client(email, phone & fax no.) | The capital cost of the project(in Rs./) | Name of the firm for which the Key personnel worked | Designation of the Key Personnel on The assignment | Date of Completion of the assignment | Man days spent |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |

Use separate Form for each Key Personnel.

**Note:** The Applicant should attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel. Only Assignments/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence of the work satisfying the condition shall be attached.

#### APPENDIX-VII

**Curriculum Vitae (CV) of Key Personnel**

Proposed Position:

Name of Personnel:

Date of Birth:

Nationality:

Educational Qualifications:

Employment Record: (Starting with present position, list in reverse order every employment held.)

List of completed projects on which the Personnel has worked

Name of project Description of responsibilities. Only Assignments/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence of the work satisfying the condition shall be attached.

Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1 I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.............................. (Signature and name of the key personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

* Use a separate form for each Key Personnel
* Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

####

#### APPENDIX-VIII

**Technical Compliance sheet**

Please tick yes or No in the appropriate box in the table given below for which details will be made available in the technical proposal

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Particulars** | **Activities** | **Remarks** |
| 1. | **Task – 1**To prepare the master layout of the facility for Standard Organism Test Facility rearing facility for high density culture of plankton and larval forms as per the requirement of NIOT. | Yes/No |  |
| 2. | **Task – 2**To prepare a Detailed Engineering Designs including architectural, structural, mechanical, electrical and plumbing drawings, equipment & machinery components and Bill of Quantities following CPWD method as per the requirement of NIOT. | Yes/No |  |
| 3. | **Task – 3**Proof Checking of the structural engineering design by any of the institutions like IIT-M, Chennai / Anna University, Chennai or any other Central / State Government engineering institutes. Preparation of scaled 3D animated model of the facility. | Yes/No |  |
|  | **Task – 4**Re-engineering of the design, correction, modification at the time of execution and periodical monitoring during the construction as per vetted design till completion of the project, coordination for submitting of as built drawings and stage wise inspection, as when requested by NIOT, during various phases of the construction for monitoring / suggestions, if any. | Yes/No |  |

\* Delete whichever is not applicable.

####

#### APPENDIX-IX

**FINANCIAL PROPOSAL**

**Covering Letter**

(On Applicant’s letterhead)

(Date and Reference)

To,

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

AUTHORITY

Dear Sir,

Subject: Appointment of **Providing consultancy services for preparing detailed engineering design for standard organism Test Facility for Ballast Water treatment Technologies – Test Facility (BWTT-TF), at Pamanji Village, Nellore Dist, Andhra Pradesh.**

I/We, \_\_\_\_\_\_\_\_\_\_\_\_\_ (Applicant’s name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the tender closing date or such further period as may be mutually agreed upon.

 Yours faithfully,

 (Signature, name, and designation of the authorized signatory)

**Note:** The Financial Proposal is to be submitted strictly as performs are given in the NIT.

#### APPENDIX - X

 **Summary of Cost**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Description** | **Amount (INR)** |
| A. | **Cost for Task- 1** To prepare the master layout of the facility for Standard Organism Test Facility rearing facility for high density culture of plankton and larval forms as per the requirement of NIOT. |  |
| B. | **Cost for Task- 2** To prepare a Detailed Engineering Designs including architectural, structural, mechanical, electrical and plumbing drawings, equipment & machinery components and Bill of Quantities following CPWD method as per the requirement of NIOT. |  |
| C. | **Cost for Task- 3** Proof Checking of the structural engineering design by any of the institutions like IIT-M, Chennai / Anna University, Chennai or any other Central / State Government engineering institutes. Preparation of scaled 3D animated model of the facility. |  |
| D. | **Cost for Task- 4**Re-engineering of the design, correction, modification at the time of execution and periodical monitoring during the construction as per vetted design till completion of the project, coordination for submitting of as built drawings and stage wise inspection, as when requested by NIOT, during various phases of the construction for monitoring / suggestions, if any. |  |
| E. | Sub-Total of (A+B+C+D) |  |
| F. | GST as applicable % |  |
|  |  **Total Cost (F+E)** |  |

(Rupees)………………………………………………………..………………………………………………………..only)

The foreign bidders are advised to include all the taxes pertaining to their country. However the service tax as per the prevailing rate, payable on account of this service to Indian Government will be to the scope of NIOT. Appropriate loading will be done to this extent in the bid of the foreign bidder under item No (G) in Form F in 1.

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal, including all taxes as per applicable law. The Sub-total in Item - E shall, therefore, be the amount for purposes of evaluation.
2. GST Tax in Item - F shall not be reckoned for purposes of financial evaluation.
3. No escalation on any account will be payable on the above amounts. In case of any changes to the statutory rate of taxes for any Indian bidder the authority may consider payment of the difference amount only if the rates considered at the time of quoting are accurate, included and informed in the price bid at items number
4. All other charges, taxes, etc., not shown here shall deem to have been included in the basic cost quoted.
5. The Authority may require the Key Personnel to visit the Project/ the Authority’s offices and as required for further consultations before submitting the report and after their Report has been accepted and also during the project implementation. The travel costs, Boarding, and Lodging for the consultant team (One team leader and technical experts) should be included in the Cost summary
6. All payments shall be made in the currency in which the foreign bidder quoted and in Indian Rupees for Indian bidders and shall be subject to applicable Indian laws withholding taxes if any. Service Tax for Indian bidders will be paid based on the documentary evidence.

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#### APPENDIX-XI

 **BANK GUARANTEE**

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Valid up to : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount :\_\_\_\_\_\_\_\_\_\_

To

National Institute of Ocean Technology

Velachery-Tambaram Road, Pallikaranai,

Chennai 600 100

Dear Sir,

1. Whereas the NATIONAL INSTITUTE OF OCEAN TECHNOLOGY, an autonomous body of Ministry of Earth Sciences, Govt. of India having its office at Velachery-Tambaram Road, Pallikaranai – 600 100, Chennai, India (hereinafter called “Authority” which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having registered/ head office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the ‘bidder’ which expression shall, unless repugnant to the context or meaning there of mean and include all its successors, administrators executors and assigns) have submitted a quotation No. \_\_\_\_\_\_\_\_\_\_\_ and bidder having agreed to furnish as a condition precedent for participation in Tender an unconditional and irrevocable bank guarantee of \_\_\_\_\_\_\_\_\_\_\_\_ only (WORDS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) for the due performance of bidder’s obligations as contained in the terms and conditions contained in the Tender Document supplied by NIOT especially the conditions that (a) bidder shall keep his Tender open for a period of \_\_\_\_\_\_ days i.e. from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_ or any extension thereof and shall not withdraw or modify it in a manner not acceptable to NIOT, (b) the bidder will execute the contract, if awarded. The bidder has absolutely and unconditionally accepted these conditions.

2. NIOT and the bidder have agreed that the Request For Proposal (NIT)/Tender Document (TD) is an offer made on the condition that the Tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to NIOT for a period of \_\_\_\_\_\_ days, i.e. from \_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_ or any extension thereof and that the making of the Tender itself shall be regarded as an unconditional and absolute acceptance of the conditions contained in NIT and the Tender Document. They have further agreed that the Agreement consisting of NIT/Tender Document as the Offer and the submission of the Tender as the Acceptance shall be separate Agreements distinct from the Contract which will come into existence when the Tender is finally accepted by NIOT. The consideration for this separate initial Agreement preceding the main Agreement is that NIOT is not agreeable to sell the NIT/Tender Document to the bidders and to consider the Tender to be made except on the condition that the tender shall be kept open for the period indicated above and the bidder desires to make a Tender on this condition and after entering into this separate initial Agreement with NIOT, NIOT promises to consider the Tender on this condition and the bidder agrees to keep this Tender open for the required period. These reciprocal promises form the consideration for this separate initial Agreement between the parties.

3. Therefore, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ registered under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having head/registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators and executors) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in Rupees or in such convertible currency as acceptable to NIOT any and all monies to the extent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only (WORDS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/or without any reference to the bidder and any such demand made by NIOT on the Bank shall be conclusive and binding not withstanding any difference between NIOT and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is discharged earlier by NIOT in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution, on insolvency of the bidder and will remain valid, binding and operative against the Bank.

4. The Bank also undertakes that NIOT at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

5. The Bank further agrees that as between the Bank and the NIOT for the purpose of this guarantee any notice for the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above, given to the Bank by NIOT shall be conclusive and binding on bank without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NIOT or that of the bidder. We also undertake not to revoke in any case this Guarantee during its currency.

6. The Bank agrees with NIOT that NIOT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the Tender or get an extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of NIOT or any indulgence shown by NIOT to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving us.

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only (WORDS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) in aggregate and it shall remain in full force up to & including 60 days after \_\_\_\_\_\_\_\_\_\_\_\_ unless extended in writing by M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on whose behalf this Guarantee has been given, in which case remain in full force up to and including 60 days after the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or before the expiry of the 60 days from the extended period, if any, if no such claim has been received by us within the 60 days after the said date/extended date, all rights of NIOT under this Guarantee will cease subject to para 8 below. However, if such a claim has been received by us within & up to 60 days after the said date/extended date, all rights of NIOT under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities in \_\_\_\_\_\_\_\_\_\_\_ (if required) and any other authority if required as per the laws of the country of issue of guarantee.

9. We also agree that this Guarantee shall be governed by and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts. The Bank also agrees that courts of the place from where Tenders have been invited shall have exclusive jurisdiction. In witness whereof the bank, through its authorised officer has put its hand and stamp on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2013- \_\_\_\_\_\_\_\_\_\_at \_\_\_\_\_\_\_ .

Yours faithfully,

(Signature)

WITNESS No.1

Name in full

(Signature with full name and Designation)

Date

(address)

WITNESS No.2

Name in full

(Signature with full name and Designation)

Date

(address)