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| NATIONAL INSTITUTE OF OCEAN TECHNOLOGY | **NOTICE INVITING TENDER (NIT)** | |  |
| **:**  Form No. | NIOT/S&P/NIT |





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| Tender No. | NIOT/ HVT/1174/2022-23 |
| Issued To | **Preparation of 3D Modelling and Drafting of 2D Drawings at NIOT Campus – Rate contract basis (3 Yrs) 2022-25** |
| Tender Mode | OTSB (Open Tender Single Bid) – Domestic Tender |
| Tender Issue date | 29.7.2022 |
| Pre Bid Meeting Date | 11.8.2022 (webex) The link will be shared before schedule date in the etender portal <https://moes.euniwizarde.com> |
| Tender Closing Date and Time | 26.8.2022 at 11.00 AM |
| Tender Opening Date and Time | 26.08.2022 at 11.30 AM |
| EMD Value | **Rs.57,000/-** Refer EMD clause No.21  Scanned copy towards EMD to be uploaded in the MoES e-wizarde portal portal.  Original EMD should be submitted through courier/speed post or in person dropped at the tender box. The original EMD should reach NIOT well before the Closing date and time of the tender. |
| Tender Documents available place | Tender documents can be downloaded from ewizard https://moes.euniwizarde.com/ app and MoES-NIOT website [www.niot.res.in](http://www.niot.res.in/) till closing  date and time of the Tender. |
| Bidding Type &Tender submission | The tender being single Bid, Techno- commercial Bid and BOQ( Price Bid ) should be uploaded electronically through e-wizard  Portal https://moes.euniwizarde.com/ app |
| -  Help manual for e-tender | Mr. Gagan T S/ Mr. Vijay/Ms. Brinda, e-Wizard Team, ITI-Ltd, Bangalore,  Mobile No: 91 8448288987/8448288994/8448288994  E-Mail: [eprochelpdesk.01@gmail.com](mailto:eprochelpdesk.01@gmail.com) |
| Send your queries to the email IDs | [hvt@niot.res.in](mailto:hvt@niot.res.in) |
| **NATIONAL INSITUTE OF OCEAN TECHNOLOGY VELACHERY TAMBARAM MAIN ROAD NARAYANAPURAM, CHENNAI 600100**  **NIOT WEBSITE**[**: http://www.niot.res.in/tenders**](http://www.niot.res.in/tenders) | |

# 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
   1. Bidders to enroll on the e-Procurement module of the portal https://moes.euniwizarde.com by clicking on the link “Bidder Enrolment”.
   2. 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.
   3. 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.
   4. 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.
   5. 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
   1. 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.
   2. 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.

* 1. 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.

1. BID PREPARATION
   1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
   2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
   3. 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.
   4. 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.
2. BID SUBMISSION
   1. 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.
   2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
   3. Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
   4. 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.
   5. 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.
   6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
   7. 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.
   8. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
3. 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.

1. ASSISTANCE TO BIDDERS
   1. Any queries relating to the tender document and the terms and conditions contained therein should indicated in the tender be addressed to the Tender Inviting Authority for a tender or the relevant contact person.
   2. Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is Gagan (8448288987/89 / eprochelp[desk.01@gmail.co](mailto:01@gmail.com)m), Birendra ([8448288988/94/eprochelpdesk.02@gmail.com)](mailto:8448288988/94/eprochelpdesk.02@gmail.com), Rahul Singh (8448288982), Abhishek Kumar (9355030617), Tariq (9355030608),9355030604, 9122643040,9504661237
2. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
3. The bid should be submitted through e-Wizard portal (https://Moes.euniwizarde.com/) only.

## 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

National institute of ocean Technology invites E-bids for the **Preparation of 3D Modelling and Drafting of 2D Drawings at NIOT Campus – Rate contract basis (for 3 Yrs)2022-25**, at NIOT Chennai as per the specification enclosed (SCC).

1. **Submission of bids:** Bidders are requested to submit their Bid/quotation containing Technical proposal and price bid (BOQ) electronically through **e-wizard portal https://moes.euniwizarde.com/** app. The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents and other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized agent of and to register with. The bid/quotation cannot be submitted without DSC. Bidders are advised to submit their quotation in two Parts,
2. This NIT shall form part of the purchase order.
3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) as at Annexure-A wherever applicable.

## INSTRUCTION TO BIDDERS:

**4. Contacting NIOT**: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved bidder list. However if bidder requires any clarification on the bid, the query may be mailed to [hvt@niot.res.in](mailto:hvt@niot.res.in) .

**5. Tender Opening**: All the bidder can participate in the tender opening with proper authorization letter from the respective Company.

**6. Goods & Services Tax (GST):**

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

**Deductibles:**

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

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

**7. Default in Performance**: If any Bidder 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 Bidder from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Bidder’s performance still continues to be the same without any improvement, NIOT reserves right to BAN such Bidder permanently from participation in all the tenders of NIOT and organization under MoES.

**8. Service:** Service should not be commenced without receipt of work order (Rate Contract) from NIOT authorized officials.

**9. Order Acceptance**: The successful bidder should submit order acceptance within 7 days from the date of order, failing which it shall be presumed that the bidder is not interested and the EMD amount submitted will be forfeited.

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

**11. 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, the same bidder submit more than one bid, which will result in rejection of all the bids.

**BIDDING CONDITION**

**12. Deadline for Submission of Bids:** Bids must be uploaded at the e-Wizard portal (**https://Moes.euniwizarde.com/**) as specified in the NIT cover page or extended due date thereof as per corrigendum.

**13. Due date Extension, Corrigendum to NIT**: Any corrigendum including due date extension for NIT, will be notified in NIC portal and NIOT website. Hence bidders are requested to watch e-Wizard portal (https://Moes.euniwizarde.com/) and NIOT website for such due date extension and corrigendum if any.

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

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

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

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

**18. Late Bids :** Any bid received by NIOT after the deadline for submission of Bids prescribed in the front page of this NIT/extended thereof, if any will be treated as invalid tender and will not be taken cognizance of.

**19. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **90 days** from the date of opening of 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 bidder, bidder shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

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

**21. EMD / Bid security:** The EMD/Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD / Bid Security 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 foreign bank acceptable to NIOT.

The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT website. The format can be downloaded from the website **https://www.niot.res.in/index.php/vendor/login.**

1. By Demand Draft/Banker’s Cheque drawn in favour of “NIOT OTHER RECEIPT ACCOUNT”, NIOT, payable at Chennai (or)
2. Bank Guarantee as per prescribed format issued by an Indian nationalized bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid. (or)
3. Insurance Security Bond. (or)
4. Fixed Deposit Receipt. (or)
5. Online payment in an acceptable form.

The original EMD should be submitted (or) reach NIOT on or before closing date the time of the tender.

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

**22. 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 PO 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 contractor shall be adjusted against performance security payable if submitted in DD / refunded if performance security is paid in full / performance security is submitted.

**23. Conditional offers** shall not be accepted.

**24. Signing of bids**: Each page of the tender document should be numbered and digitally signed by the bidder and should be Uploaded along with other documents.

**25.** **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:

i. breach of this Agreement by the Contractor

ii. not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender

iii. violation or contravention of any Legislation on the part of the Contractor

iv. any negligence or wilful misconduct of Contractor, which violates any provision of this Agreement

v. Infringement of any intellectual property belonging to any third party by the Contractor

vi. any breach of an agreement or understanding between Contractor and any and all Third Parties due to which a liability arises on NIOT

vii. any claim that any representations or warranties contained herein are not true or any breach thereof

viii. any loss or damage caused by the Contractor to NIOT, its personnel or property

ix. any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen

x. breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder

xi. any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation

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

**27. 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.

**28. The compliance sheet** with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE BIDDERS SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS and BOQ (Price bid) ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

**29. Bid or modification** to bids received after closing date and time shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT and only in case if there is an absolute necessity to revise the technical specifications after opening of bid.

**30. 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.

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

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

**34. 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.

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

**36. Price:**

The price shall include but not limited to

1. Costs of services covered in this order
2. Taxes and duties
3. The rate quoted for each year shall be applicable for the particular year and should be fixed & firm throughout the year.

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

1. By Demand Draft/Banker’s Cheque drawn in favour of “Director, NIOT” payable at Chennai (or)
2. Bank Guarantee as per prescribed format issued by a nationalized bank and valid for 60 days beyond the scheduled delivery/completion period as per order. (or)
3. Insurance Security Bond. (or)
4. Fixed Deposit Receipt. (or)
5. Online payment in an acceptable form.

This format can be downloaded from the link https[://www.niot.res.in/index.php/ v](http://www.niot.res.in/index.php/)endor/login. Performance security shall be forfeited in the event of breach of order 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 and EMD will be forfeited.

**38. Payment :** Payment will be made after completion of every month against submission of bills and attendance sheet duly certified by NIOT Officials that his services were satisfactory. Tax deduction at source will be done as per IT rules as applicable.

**39. Commencement of Work :** The scope of work shall commence from the date of the work order on rate contract basis.

**40. Service contract Insurance:** Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things. NIOT shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses

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

**41. 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.

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

**43. 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 Arbitrator shall make a reasoned award (the “award”), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

**44. Preference to Make in India**

As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16thSeptember 2020 issued by Ministry of Commerce, Class-I and Class-II Local suppliers are eligible to bid.

**45. Eligible Bidders**

**45.1.** This Invitation for Bids is open to all suppliers. However, only Class-I and Class-II local suppliers are eligible to participate in Domestic Tender..

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

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

**45.4**. Bidders who fulfil the Eligibility Criteria mentioned in SCC of NIT will be considered for Technical Evaluation of bids.

**46. Cost of Bidding**

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

**46.1 Code of Integrity for Public Procurement**

**46.2.** The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.

**(a) Corrupt practice**

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

**(b) Fraudulent practice**

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

**(c) Collusive practice**

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

**(d) Coercive practice**

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

**(e) Anticompetitive practice**

any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels 7

**(f) Conflict of interest**

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

**(g) Obstructive practice**

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

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

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

**46.5. Obligations for Proactive disclosures**

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

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

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

16.6. Punitive Provisions

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

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

i. Forfeiture or encashment of bid security;

ii. Calling off of any pre-contract negotiations; and

iii. Rejection and exclusion of the bidder from the procurement process.

b) If a contract has already been awarded

i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;

ii. Forfeiture or encashment of any other security or bond relating to the procurement;

iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

c) Provisions in addition to above:

i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**47. Amendment to Bidding Documents**

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP website ,https://etenders.gov.in of the purchaser

**48. Confidentiality**

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

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

**49. Post qualification**

**49.1**. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the SCC.

**49.2**. The determination will take into account the Eligibility& Qualification criteria listed in the SCC of Tender document and it will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

**49.3**. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s bid.

**50. Bidder’s right to question rejection**

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

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

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

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

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

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

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

**51. Applicability in Special Cases (Only for domestic):**

a) Applicability to ‘Make in India’

Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing ‘Make in India’ agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

1. their foreign ‘Make-in-India’ associates meet all the criteria above without exemption, and
2. The Bidder submits appropriate documentary proof for a valid/approved ongoing ‘Make in India’ agreement/program.

iii the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of ‘The Product’ offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

1. their principal manufacturer meets all the criteria above without exemption, and
2. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
3. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar ‘Product’ for past three years ending on ‘The Relevant Date’.

c) For Existing Successful Past Suppliers

In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of ‘The Product’ in at least one of the recent past \_\_\_\_\_\_ procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

d) Joint Ventures and Holding Companies

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**52. 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 LOI/ Contract placed will be cancelled and the security Deposit or any other Bank Guarantee amount will be forfeited.

**53. Penalty :** Any delay in supply of manpower beyond the specified time shall attract a penalty of 15% of per day rate for delay of each day and will be deducted from the payment due.

**(To be filled by bidder)**

**Commercial Terms Compliance sheet**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No | Particulars | Yes | No | offer  Page Ref |
|  | Whether every page of the tender document is signed and uploaded in the e-wizard portal along with the other documents. |  |  |  |
|  | Whether EMD for **Rs.57,000/-** is scanned and uploaded along with the technical document ? In case of MSME the Bid securing declaration format is signed by the authority signatory to be uploaded |  |  |  |
|  | Whether accepted to submit the order acceptance within 7 days from the date of receipt of the order? |  |  |  |
|  | Whether submission of 3% of the contract value as Performance Security is acceptable? |  |  |  |
|  | Whether Quote is valid for **90 days** from the date of tender opening or time specified in the tender document whichever is later? |  |  |  |
|  | Whether submission of 10% of the contract value as Performance Bank Guarantee is acceptable? |  |  |  |
|  | Whether **payment terms** of the tender is complied with? |  |  |  |
|  | Whether item-wise price is quoted as per price bid and quoted price is realistic? |  |  |  |
|  | Whether the commencing period **(immediately after acceptance of work order)** is acceptable ? |  |  |  |
|  | Whether penalty clause as NIT (clause.53) is acceptable? |  |  |  |
|  | Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same. |  |  |  |
|  | If the quote is submitted by Indian Agent / Partner / Associate whether copy of agency agreement enclosed? |  |  |  |

**Technical compliance Sheet**(To be filled by bidder)

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.no** | **Description** | **Complied / Not Complied** | **Remarks if any** |
| 1 | **Scope of Work**  Preparation of engineering drawing and models (mechanical, electrical and civil engineering areas) using standard drawing and drafting software in 2D and 3D.  Preparation of engineering production drawing of components system (mechanical, electrical and civil engineering field).  Preparation of engineering animation of engineering systems and equipment for demonstration/training using standard animation - modeling software, with integration of sound/ voice over as specified from case to case.  Providing competent draughtsman at NIOT to undertake engineering drawing-modeling work in 2D/3D (mechanical, electrical and civil engineering), with competence in AUTOCAD, AUTODESK, INVENTOR, SOLIDWORKS, PRO-E and CATIA (as per registered respective products).These persons being deputed must be respective graduate engineers or engineering diploma holders. |  |  |
| 2 | **Execution of Work**  Drawing/Model/Animation preparation: Study, examination, measurements etc, related to preparation to be undertaken by concerned agency and/or as specified by user and verified with user. The location of work would be at Chennai or NIOT.  Drawing/Animation/Engineering software: Where work is carried out at agency promises as specified by the user, the agency shall cater for the software requirement. It is the agencies sole responsibility to ensure that use of correct software, licensing etc, is ensured as per extent laws and regulations. Where drawing/modeling/animation work is carried out at NIOT deputing competent draughtsman/technicians, necessary software shall be provided by NIOT.  The agency shall conclude a non-disclosure agreement with NIOT and all information/details of NIOT shall be maintained confidential and returned back on work completion.  Inspection-site visits  Quality of work.  Delivery duration |  |  |

**Price Bid Format**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.No** | | **Description** | **UOM** | **Qty** | **Quoted Currency in INR** | **1st year (one year validity from the date of order) at** | **Sub Total** | **2nd year(one year validity from the date of order)** | **Sub Total** | **3rd year(one year validity from the date of order)** | **Sub Total** | **Total Amount** |
| **Rate** |  | **Rate** |  | **Rate** |  |
| 1 | Rate /man/day for 8 hours duty by covering all the essential expenditure to deliver scope of work mentioned in the SCC at NIOT chennai | | Nos | 1932 | **INR** |  | 0 |  | 0 |  | 0 | 0 |
| 2 | Overtime charges ; Rate/man/hour / at NIOT Chennai | | Nos | 1 | **INR** |  | 0 |  | 0 |  | 0 | 0 |
| 3 | Rate /man/day for 8 hours duty by covering all the essential expenditure to deliver scope of work mentioned in the SCC at Service Place | | Nos | 1 | **INR** |  |  |  |  |  |  |  |
| 4 | Overtime charges ; Rate/man/hour / at Service place | | Nos | 1 | **INR** |  |  |  |  |  |  |  |
| 5 | Service charges | | lumpsum | 1 | **INR** |  | 0 |  | 0 |  | 0 | 0 |
| 6 | Sub Total without GST(1+2+3+4+5) | |  |  |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 | GST | | % |  | **INR** | 0 | | | | | | |

**ANNEXURE - A**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

|  |
| --- |
| **PRE-QUALIFICATION CRITERIA**  The firm(s) bidding for the work must have following capabilities and experience (with proof) of undertaking similar quality work for at least last 2 years.  Office space with suitable work station and qualified manpower and software to execute, the required work in a time bound manner. |

**QUALITY OF WORK**

* + The successful bidder should ensure that good quality is maintained throughout the contract period. If the quality of work is not satisfactory, NIOT reserve the right to cancel the work order without any notice.
  + In case of any discrepancies the decision of NIOT official shall be final and binding.

**QUALIFICATION AND EXPERIENCE**

* + The persons to be deployed at NIOT should be Graduate engg/Diploma holder.
  + They should have adequate experience in carrying out drafting in the past.

**TERMS AND CONDITIONS**

* + All services shall be performed by persons qualified and experience in performing drafting services.
  + Order to be commenced immediately after acceptance of duly signed work order.
  + NIOT reserves rights to dismiss or remove from the work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
  + The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office. Service provided should send replacement for any absent personnel.
  + The service provider’s personnel shall not divulge or disclose to any person, any details of work nature, operational process, technical know-how, administrative / organizational matters as all are of confidential / secret nature.
  + The service provider’s person shall not claim any benefit / compensation / absorption / regularization of services with office under any act. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
  + When deputed to NIOT,the concerned person shall follow all directions and instructions as also applicable to NIOT personnel ---inside NIOT AND adopt all safety and disciplinary practices of good conduct ,order and timing.
  + The personnel may be called on Saturday, Sunday and other Gazetted holidays, if required. There may be necessity to stay after office hours, in which case, the charges for same to be indicated separately on per hour basis.
  + The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
  + If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a immediately in line.
  + The service provider shall be contactable at all times and message sent by E-mail / Fax / Special Messenger/Phone from NIOT to the service provider shall be acknowledged immediately on receipt on the same day.
  + NIOT reserved the right to cancel the contract at any stage without assigning any reason.
  + The service provider shall quote for the above scope of work on per day basis of 8 hours working, five days a week.
  + The service provider shall depute person(s) as intimated by NIOT
  + The service provider shall have a valid comprehensive workmen compensation policy / equivalent insurance policies from reputed insurance companies during the contractual period in NIOT. NIOT will not be responsible for any material or personal loss / injury to the service provider.
  + The rates quoted shall be valid for a period of three years is fixed and firm.
  + For any urgent needs, NIOT may ask service provider to work beyond 8 hours.
  + Any extra hours of work done beyond 8 hours a day will be paid on pro rata basis.

i.e. (Wage/8 hours) x actual work carried out. Overtime will be considered only on the exigency situation. The overtime will be considered work done beyond the normal working hours. The payment towards overtime will be paid on pro-rata basis.

* + No food and accommodation will be provided by NIOT.
  + The Contractor shall ensure all statutory government norms of personnel under this contract engagement. Shall submit an undertaking as per format. If this
  + The service provider should indemnify NIOT against all third party claims whatsoever, and protect the interest of NIOT.
  + NIOT reserves to have parallel contract with more than one service provider. NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever.
  + The service provider should be independent contractors employing their own employees and they should not create a separate group to serve NIOT interest.

# SUBMISSION OF QUOTE

Quotations should be should submitted in the following format, accepting the above scope of work, terms and conditions.

* + Rate /man/day for 8 hours duty for 5 days as mentioned in Tender documents Rs.\_\_\_\_\_\_\_\_
  + Rate /man/day for 8 hours duty as mentioned in Tender documents Rs.\_\_\_\_\_\_\_\_
  + Rate /man/ hour involving additional hour during overtime. Rs.\_\_\_\_\_\_\_\_

Above wages shall include all statutory liability like EPF,ESI & Bonus , medical leave etc.

We undertake that we shall discharge all statutory liabilities as employer for the employees deployed at NIOT.

We unconditionally agree that for any breach or failure, we shall forfeit EMD/PS

Signature of Bidder

Date Company seal

Place:

**Annexure - I**

Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY VELACHERY TAMBARAM MAIN ROAD, NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

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

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

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

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

Signed : (Insert signature of person whose name and capacity are shown) In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

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

Dated on day of Corporate Seal (where appropriate)

(insert date of signing)

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

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

**Annexure-II**

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**

**(On the Letter Head of the Bidder)**

No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

a

b

c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal