
 NATIONAL INSTITUTE OF OCEAN TECHNOLOGY		NOTICE INVITING TENDER (NIT)		
		Form No.	NIOT/S&P/NIT	
निविदा संख्या /Tender No		NIOT/S&P/S&GH/100110/2022-23/N141		
निविदा शीर्षक/ Tender Title		Deepwater Modem for Positioning and Data Telemetry for Manned Submersible		
निविदा प्रणाली/Mode of Tender		Single Tender (ST)		
ईएमडी जमा करना/ Earnest Money Deposit (EMD)		INR 1,14,000/- or USD1369.20 a) Scanned copy of the instrument of the EMD to be uploaded in NIC portal b) <i>Original EMD shall be submitted through courier/speed post or dropped in the tender box in person before the due date</i>		
निविदा जारी करने की तारीख / Tender Issue date		05.01.2024		
निविदा समापन तिथि और समय//Tender Closing Date and Time		19.01.2024@11.00Hr		
निविदा खोलने की तिथि और समय/Tender Opening Date and Time		19.01.2024@11.30Hr		
निविदा दस्तावेज उपलब्ध स्थान / Tender documents available place		Tender documents can be freely downloaded from eprocure@nic.in website www.niot.res.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.		
बोली लगाने का प्रकार और निविदा प्रस्तुत करना/ Bidding Type &Tender submission		Single Bid Tender comprising of Techno-commercial Bid and Price Bid should be submitted electronically through NIC portal eprocure@nic.in		
ई-निविदा के लिए हेल्प मैनुअल/ Help manuals for e-Tender		0120-4001002,0120-40001005,0120-6277787 support-eproc@nic.in		
Send your queries to the email Ids /अपने प्रश्न ईमेल आईडी पर भेजें	Up to Tender finalisations/ टेंडर फाइनल होने तक	hvt@niot.res.in		

1. INTRODUCTION

National Institute of Ocean Technology (NIOT) is the technical arm of the Ministry of Earth Sciences, Government of India and is involved in developing technology for utilizing ocean resources in an eco-friendly manner. Tender is invited to submit a proposal for the **“Deepwater Modem for Positioning and Data Telemetry for Manned Submersible”**

General Conditions of Contract (GCC)

National institute of Ocean Technology invites E-bids for **“Deepwater Modem for Positioning and Data Telemetry for Manned Submersible”** at NIOT Chennai as per details given below.

- 1. Submission of bids:** Bidders are requested to submit their Bid/quotation in single part containing Technical proposal and price bid (BOQ) should be submitted electronically through CPP Portal eprocure@nic.in. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized register with. The bid/quotation cannot be submitted without DSC. Bidders are advised to submit their quotation in single Part. **No manual tender is acceptable.**
- 2.** This NIT shall form part of the PO / Contract.
- 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 wherever applicable.

4 INSTRUCTION TO BIDDERS:

- 4.1 Security:** Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.
- 4.2 Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender or clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However, if vendor requires any clarification on the bid, the query may be mailed to hvt@niot.res.in before 72 hrs of the pre-bid meeting.
- 4.3 Tender Opening:** All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company.
- 4.4 Default in Performance:** If any Vendor is not successfully discharging their contractual obligations against the order/contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performances till continues to be the same without any improvement, NIOT reserves right to BAN such Vendor permanently from participation in all the tenders of NIOT and organizations of MOES.

4.5 Guaranteed time of delivery – specific performance of contract; The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the item should be delivered within **22-26 weeks** from the date of Purchase order. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. The contractor should adhere the delivery schedule indicated above.

4.6 Extension of delivery period: If the completion of systems / components is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD as appropriate.

4.7 Delay in Completion / Liquidated Damage (LD):

if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice where the delivery of stores or any instalment thereof is accepted after expiry of the original delivery period, the CA may recover from the contractor as agreed, the LD a sum equivalent to 0.5 (half) percent of the price of any portion of stores delivered late, for each week or part thereof delay. The total damages shall not exceed 10 (ten) percent of the value of delayed goods.

4.8 Goods: Goods should be supplied only on receipt of the PO / signed contract from NIOT

4.9 PO Acceptance: The successful bidder should submit PO acceptance within 15 days from the date of PO, failing which it shall be presumed that the bidder is not interested and his bid security /EMD shall be forfeited.

4.10 Change of Name after award: Request / intimations with regard to change of name of the Contracting company or constitution of the contracting company after the tender opening or award of 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.

4.11 One Bid per Bidder: A firm shall submit only one bid either individually or as a consortium / joint venture. A firm that submits either individually or, as a member of a consortium/joint venture, more than one bid will result in rejection of all the bids.

BIDDING CONDITION

5. Deadline for Submission of Bids: e-Bids must be submitted only at the NIC portal specified in the Invitation for Bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission in NIC CPP well ahead of closing date and time and avoid any last-minute submission.

6. Due date Extension, Corrigendum to NIT: Any corrigendum including due date

extension for NIT, Pre-bid minutes of meeting will be notified in NIC portal of NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

7. 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.

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

9. Non-Receipt of Tender: NIOT will not be responsible for the non-submission/receipt of the tender due to any network problem or technical issues with bidder.

10. Submission of tender by a tenderer implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the services/work to be done; local conditions and other factors bearing on the execution of the works.

11. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of 90 days from the date of opening of Un-priced Techno-commercial Bids.

12. 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.

13. 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>.

a) By Demand Draft/Banker's Cheque drawn in favour of "NIOT OTHER RECEIPT ACCOUNT", NIOT, payable at Chennai (or)

b) 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)

c) Insurance Security Bond. (or)

d) Fixed Deposit Receipt. (or)

e) Online payment in an acceptable form.

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

f) In case of a successful bidder, fails to furnish order acceptance within 7 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 submitted.

14. Signing of bids: Each page of the tender and tender document shall be digitally signed and uploaded by the bidder in e-procurement Portal.

15. The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed in this NIT.

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

17. 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.

18. Commercial compliance as per NIT commercial compliance shall be furnished along with the bid.

19. 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.

20. Conditional offers: Conditional offers will not be accepted

21. Commercial compliance as per NIT commercial compliance shall be furnished along with the bid.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

22. Currency of bids:

a) **Firms outside India:** Quotations should be Delivery at place DAP NIOT, Chennai. (For other conditions please refer Additional Terms & Conditions for Import) with Insurance covered from shipper's warehouse to NIOT warehouse.

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

a. Costs of goods/ services covered in this contract.

b. Taxes and duties

c. Transportation and packing cost (Air worthy packing of internationally acceptable practices withstand transit and Transshipments by air / road / rail)

d. Cost of handling, documentation, freight, insurance from contractor's ware house up to NIOT warehouse.

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

24. 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 the contract price immediately without waiting for the insurance claim. The insurance shall be the scope of the bidder.

25. Warranty: The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The product supplied should be free from manufacturing defects and a minimum period of one-year (**12 months**) warranty from the date of receipt and completion of training acceptance at NIOT. The warranty certificate should be furnished in the prescribed format available in the NIOT web site at the link **<https://www.niot.res.in/index.php/vendor/login>** in your letterhead. If the Vendors standard warranty is more than **12 months** the same shall be extended to NIOT. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination. If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

26. Defect Liability clause: Any defect, or any other faults for plant components etc., which may appear against the set quality or performance characteristics within the Defects Liability period (DLP), of 12 months., any defects, arising in the opinion of the NIOT from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the NIOT and within such reasonable time as shall be stated therein specifying the work, materials or articles complained of notwithstanding that the same may have been passed or/and certified, paid for be amended and made good by the contractor. In case of default, NIOT may employ and pay other person or persons to amend and make good all such defects or other faults and all damages, losses and expenses consequent thereon or incidental there to. Contractor shall be made good and borne by the Contractor at the risk and cost of the contractor. And recoverable from the contractor by the NIOT or may be deducted by NIOT from any moneys due or that may become due to the contractor. Should any defective work have been done or materials supplied by the contractor or their associates the contractor shall be liable to make good the same in the same manner as if such work or materials had been subject to the provisions. Any delay in rectifying the defects within a

maximum time of one month shall result in automatic extension of DLP within contract price to the extent of delay in rectification.

27. 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.

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

29. Performance Security: The successful bidders shall deposit 5% 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/vendor/login>. Performance security shall be forfeited in the event of breach of order by the supplier in terms of the order. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order and EMD will be forfeited.

30. Arbitration/Disputes:

In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitration shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

31. SUBMISSION OF TECHNICAL DOCUMENT:

Specifications are basic essence of the product. The broad configuration / specification of the proposed purchase are given in the Special contract conditions (SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the SCC. At

the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. Technically unsuitable offers and offers not confirming to tender schedule shall be rejected.

1. The vendor is required to provide their comments item-by-item on the compliance sheet provided in the SCC. Where ever the specified parameter is required within a range, the calculated/ estimated value as per the vendor's design is to be provided in the "Remarks" column. Deviations /exceptions, if any, from the specifications to be recorded in the "Remarks" column.

32. Performance Guarantee/ Warranty Bank Guarantee: As per the MoFS guidelines 10% of the item value to be retained towards warranty to ensure the performance of the equipment's/systems to avoid any defect due to material/ workmanship or any omission on the part of the contract to rectify the same during the warranty period. If performance bank guarantee for 10% of the item value is submitted and valid till completion of the warranty period and acceptance then 100% payment will be released. The warranty Bank Guarantee will be discharged after completion of the standard warranty period.

32. Authorisation: The bidder is qualified only if they are the OEM/dealer authorized by the OEM for the particular product or an Indian agent bidding on behalf of the OEM. For dealer/Indian agent, authorization letter from OEM is mandatory. In case of agent, the agency agreement should be provided along with the roles and responsibility. Indian Agent consideration shall be in conformance with Govt. of India directives.

33. Agents/ Agency Commission: The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above

(i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any Contracts in vogue with the Government of India.

a). Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.

b). The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.

c). NIOT/MoES reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to

interact with NIOT/MoES directly or engage another Agent. The decision of NIOT/MoES on rejection of the Agent shall be final and be effective immediately.

d). All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NIOT/MoES.

e). The Agent will not be engaged to manipulate or in any way to recommend to any Functionaries of the Govt. of India, whether officially or unofficially, the award of the Contract to the Seller or to indulge in corrupt and unethical practices.

f). The Contract with the Agent will not be a conditional Contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Contract.

g). On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the Contract(s) and details of payment terms between the Seller and the Agent engaged by him.

h). If the equipment being offered by the Seller has been supplied /Contracted with any organisation, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that vary price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the NIOT, if the Contract has already been concluded OR The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product.

In such case, following details are to be submitted in the Techno-Commercial bid:

a) Name of the Agent

b) Agency Agreement between the Seller and the agent giving details of their Contract obligation

c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent

The nature and scope of services to be rendered by the agent and Percentage of agency commission payable to the agent.

34. Agency Commission Payment: Indian Agency commission shall be paid as per prevalent guidelines of Govt. of India, which stipulates payment of agency commission generally after release of all other payments have been made to the OEM/ Principal in terms of the Contract. The agency commission payable to the Indian agents shall be normally five percent but not more than the percentage specified in the agency agreement.

35. 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
- a) Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;
 - Choice of selection procedure;
 - Provisions limiting participation of bidders in the procurement process;
 - The decision to enter into negotiations with the L1 bidder;
 - Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - 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
 - Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

36. Goods certificate: To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

37. Documentary evidence: Relevant literature pertaining to the items quoted such as specification sheet with drawings, handling and storage instructions (if any), routine maintenance instructions (if any), routine test instructions (if any) etc. has to be sent along with the quotation. Wherever the submission of documentary evidence (as proof of some parameter) is mentioned in the SCC, the same also has to be enclosed in the quotation.

38. The import quotation should be in DAP, NIOT, Chennai (DAP should be by Air Freight for light weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo). Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per International standard. The quotation should exclusively specify FOB cost,

insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsibility of customs clearance, payment of customs duty and inland transportation to NIOT will be done by NIOT. During evaluation of the price bid, Customs duty and clearance charges @25% shall be loaded to arrive the landed cost at NIOT.

39. Import and Export Licenses

39.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

39.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course

40. Currency of the bid: Currency once quoted will not be allowed to change.

41. Forex fluctuation: Since bidders are permitted to quote in any currency and also receive payments in that currency, NIOT shall not compensate for any foreign exchange fluctuations. Also, there will be no loading of foreign exchange for deciding the inter-ranking of bidders in this tender.

42. Bank charges: All Bank charges inside India to NIOT account and all Bank charges outside India to supplier account.

42. Dispatch of goods: Please note that the dispatch of consignment should be made by Air/Sea freight and not through private courier service since this Institute is empowered to clear the consignments duty exemption from customs as R&D Institutions which will not be applicable for dispatches through private courier service. Any customs duty payable on account of mode of dispatch other than those specified will be to contractor account and the same will be debited / Adjusted from the dues payable to contractor. For low volume/low weight cargo, Govt. Postal services only to be utilized.

43. Third Party Inspection: The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit. The Third-Party Inspection shall be conducted by DNV/ SGS/Lloyds/TUV/ABS or any other IACS Agency. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third-party inspection agency) while furnishing the commercial invoice for supply. In the absence of separate invoice, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India.

b) The Third-Party Inspection is not mandatory for Indian bidders and for payment after supply and acceptance through Wire Transfer by foreign supplier and in INR to Indian Supplier/ Agent.

44. Payment: As per standard terms 90% payment for import will be made through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker

after supply, training and acceptance. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. **NO ADVANCE PAYMENT WILL BE CONSIDERED.** 90% of the item value plus 100% F&I plus TPI will be paid and balance (10%) will be paid after completion of the entire warranty period through wire transfer. If performance warranty Bank Guarantee is provided for 10% of the item value and accepted then 100% payment will be released.

45. Customs Duty: As per notification number .51/96 (customs) dated 23.7.1996; and further notification by GOI, NIOT is entitled to pay the custom duty at the rate of @ 24.49%. (presently) Customs clearance will be done by NIOT and payment of customs duty at rate mentioned above and customs cleared including inland transportation will be done by NIOT. The quote from the foreign bidder the INCO terms should be DAP (Delivery at Place) the insurance to be covered from warehouse to warehouse.

46. Insurance: The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the NIT. If any such damage occurred, the goods shall be replaced within in the Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

47. Shipment: Generally, Part shipment and Transshipment are not permitted. If required for, the bidder has to indicate the reason. All risk insurance should be taken, covering the entire shipment up to supply and acceptance of the item within the quoted price. Please indicate the Port of Shipment along with the country of origin of the Supply.

48. Demurrage: Demurrage Charges, if any, Payable on Account of Delay in Receipt of Advance Copies of Invoice / Shipment Documents will be debited to Your Account. In the absence of clear documentation, the cargo cannot be cleared and cargo will be kept uncleared and will lie at Bailee's premises at the risk and cost of contractor.

49. Customs Clearance:

1. All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx. \$ 75) per day shall be levied by Indian customs for the delay of first three days.
2. Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft
3. This has come into effect on 31.03.2017.
4. Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.
5. Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note this change and ensure that all/ complete documents (1. Airway bill, 2. Invoice copy 3. Packing List 4. Insurance Copy) at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from due payment.

50. Termination: NIOT retain the right to terminate the purchase order in case of violations of any of the terms of the purchase order by giving 15 days' notice to the

purchase order. Upon such termination, the purchase order shall not be entitled for any payment of consideration apart from NIOT's right to take any lawful action to protect public interest. The PO/ Purchase order placed will be cancelled and the Performance security BG or any other Bank Guarantee amount will be forfeited.

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

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

52. Shipping Instructions: If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the guidelines for Regulating Wood Packaging Material in International Trade, "ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions or exemption identified by the Regional Plant Quarantine Station, Chennai, India. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, and invoices. All pallets must be shrink-wrapped or banded.

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

Sl. No	Particulars	Yes	No	Page Ref
1	Whether EMD for INR 1,14,000 lakhs scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the cpp portal along with the other documents.			
3	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the PO acceptance within 15 days from the date of receipt of the PO?			
5	Whether submission of 5% of the contract value as Performance Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable?			
7	Whether quote is valid for 90 days from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender is complied with?			
9	Whether INCOTERM DAP NIOT Chennai is complied with?			
10	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?			
11	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
12	Whether liquidated damage as specified in the NIT accepted unconditionally?			
13	Whether the delivery period is acceptable as per the tender.			
14	Whether the warranty period (minimum 12 months) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
16	Whether the freight cost is included if not included whether the freight cost is indicated separately?			
17	Whether Past track record of quality and service is enclosed?			
18	Whether list of deliverables attached and comply as per tender?			
19	Whether all annexures are filled in and uploaded?			

Section II Technical Compliance sheet

S. No.	Component Description	Compliance (Yes/No)	Remarks
1	cNode Modem MiniS 17-180-Ti transponder Low frequency operating range – 7-17 kHz Operating depth -7000m Range - >10 Km (part no: 454645)		
2	TTC Lite Transponder test and configuration software (Part no: 418050)		
3	Online training course for modem data frame configuration, testing using TTC 30 or TTC lite software (2days for 8 technical personnel)		

Section III Price Bid format and scope of supply

S No	Description of the item	Qty	Cost per unit (USD)	Estimated cost (INR)
1.	cNode Modem MiniS 17-180-Ti transponder Low frequency operating range – 7-17 kHz Operating depth -7000m Range - >10 Km (part no: 454645)	3		
2.	TTC Lite Transponder test and configuration software (Part no: 418050)	1		
3.	Online training course for modem data frame configuration, testing using TTC 30 or TTC lite software (2days for 8 technical personnel)	1		
4.	Freight, Insurance and other taxes	1		

Annexure I

Technical specification

S No	Description of the item
1	cNode Modem MiniS 17-180-Ti transponder Low frequency operating range – 7-17 kHz Operating depth -7000m Range - >10 Km (part no: 454645)
2	TTC Lite Transponder test and configuration software (Part no: 418050)
3	Online training course for modem data frame configuration, testing using TTC 30 or TTC lite software (2days for 8 technical personnel)

Scope of Supply

S No	Description of the item	Qty
1.	cNode Modem MiniS 17-180-Ti transponder Low frequency operating range – 7-17 kHz Operating depth -7000m Range - >10 Km (part no: 454645)	3
2.	TTC Lite Transponder test and configuration software (Part no: 418050)	1
3.	Online training course for modem data frame configuration, testing using TTC 30 or TTC lite software (2days for 8 technical personnel)	1