
 NATIONAL INSTITUTE OF OCEAN TECHNOLOGY		NOTICE INVITING TENDER (NIT)		
		Form No.	NIOT/S&P/NIT	
निविदा संख्या /Tender No		NIOT/S&P/OS/26220/2023-24		
निविदा शीर्षक/ Tender Title		Renewal of HTRI Membership and License for 2 years (1st April 2024 to 31st March 2026)		
निविदा प्रणाली/Mode of Tender		Single Tender		
निविदा जारी करने की तारीख / Tender Issue date		28.03.2024		
निविदा समापन तिथि और समय//Tender Closing Date and Time		12.04.2024@11.00Hr		
निविदा खोलने की तिथि और समय/Tender Opening Date and Time		12.04.2024@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 **"Renewal of HTRI Membership and License for 2 years (1st April 2024 to 31st March 2026)"**.

General Conditions

National institute of Ocean invites bid for "Renewal of HTRI Membership and License for Two years (1st April 2024 to 31st March 2026)" at NIOT Chennai as per details given below.

- 1. Submission of bids:** Bidder is requested to submit their Bid/quotation in single part containing Technical proposal and price bid (BOQ) should be submitted. The responsibility to ensure timely submission of bid lies with the bidder. The Bid submitted through e-mail will be considered. Bidder shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents.
- 2.** This NIT shall form part of the LOI / 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- 3.** Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) as at Annexure wherever applicable.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 INSTRUCTIONS 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 72hrs of the pre-bid meeting.

4.3 Tender Opening: The tenderer can participate in the tender opening with proper authorization letter from the respective Company.

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

4.5 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.

4.6 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: Bidder is advised to take adequate care to plan for bid submission well ahead of closing date and time and avoid any last-minute submission.

6. 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.

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

8. 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 Supply/services/work to be done; local conditions and other factors bearing on the execution of the works.

9. Bid Validity: Bids shall remain valid and open for acceptance for a **minimum period of 90 days** from the date of opening of Techno-commercial Bids. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

10. 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.

11. Signing of bids: Each page of the tender and tender document shall be signed and submitted by the bidder in closed cover with tender title on top of the cover.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. Conditional Offer/quotation will not be accepted

TERMS AND CONDITIONS GOVERNING THE ORDER

18. Default in Performance: If the 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.

19. Currency of bids: Currency once quoted will not be allowed to change.

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.

20. 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.

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

22. Price: The Bidder shall indicate on the appropriate price schedule form, the price of the goods he proposes to supply under the order strictly as per price bid format of tender.

23. Arbitration/Disputes: In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The 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.

24. 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.

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.

25. 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.

26. Payment: NO ADVANCE PAYMENT WILL BE MADE. 90% Payment will be made after receipt of software updated and acceptance against Wire Transfer/irrevocable letter of credit within 30 days from the date of receipt of bill /acceptance of software along with the required documents and upon fulfilment of other obligations stipulated in the Order. Balance 10% payment will be retained towards warranty period and will be released after completion of warranty period.

27. Termination: a) The order shall become effective from the date of signing of order and the order shall automatically get terminated after successful completion of all contractual obligation and warranty obligation as per the terms of the order.

b) (i) Termination of the order due to breach of order by the bidder
(ii) Termination of order due to default,
(iii) Termination of the order due to insolvency,
(iv) Termination of the order for convenience.

If the termination of the order happens due to the above factors, [(i), (ii) &(iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent.

28. INDEMNITIES: The Work 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 Work 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 Work Order
- iv. Any negligence or wilful misconduct of Work Order, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the Work Order
- vi. Any breach of an agreement or understanding between Work 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 Work Order to NIOT, its personnel or property ix. Any loss or damage caused by the Work 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 Work 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 Work Order performed by NIOT under this Agreement or under any Legislation.

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

Sl. No	Particulars	Yes	No	Page Ref
1	Whether every page of the tender document is digitally signed and uploaded in the e-mail along with the other documents.			
2	Whether accepted to submit the order acceptance within seven days from the date of receipt of this work order?			
3	Whether quote is valid for 90 days from the date of tender opening or time specified in the tender document whichever is later?			
4	Whether payment terms of the tender is complied with?			
5	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?			
6	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
7	Whether the delivery period is acceptable as per the tender.			

Section II-Technical Compliance Sheet (to be filled by bidder)

Sl.no	Item Description	Yes	No
1	HTRI Xchanger suite with latest version		
2	Category II License is proposed		
3	Renewal: 1 License with 4 add- on additional keys for 2 year 1.4.2024 to 31.3.2026		
4	<p>Xchanger Suite should include components for the design, rating simulation of Heat exchangers: -</p> <ul style="list-style-type: none"> • Air coolers and economizers (Xace) • Shell and tube (Xist) • Hairpin (Xhpe) • Jacketed pipe (Xipe) • Plate and frame (Xphe) • Spiral plate (Xsphe) <p>Fired heater (Xfh) Including additional components for tube layout and vibration analysis (Xvib).</p>		
5	<p>Additional Features:-</p> <ol style="list-style-type: none"> 1. Calculation modules fully incremental and calculate localized heat transfer and pressure drop using local fluid properties. 2. Suite should include VMG Thermo, fluid physical property generator 3. Extensive output reports with detailed results of all important parameters 4. Comprehensive online help explaining input panels and output reports 5. Quick calc tool to easily perform unit conversion and select heat exchanger types 6. Interfaces to: process simulator, integrated engineering software, physical property data banks, 7. Ms Excel, mechanical design programs etc 		

Section III Price Bid Format

Sl.no	Description	Qty	Quoted Currency	Unit Price	Total Amount
1	Renewal of license for HTRI software for Category II Payment period: April 1,2024 – March 31, 2026	1			
2	Design Manual Subscription Payment period: April 1,2024 – March 31, 2026	1			
	Total				

Section IV Scope of Supply

- Renewal of HTRI license for a period of two year from 01.04.2024 to 31.03.2026.
- Renewal for 1 license with 4 add on additional keys for 2 year from 01.04.2024 to 31.03.2026

Annexure I

Specification for renewal of HTRI software

Version: HTRI Xchanger suite with latest version

Category: Category II License is proposed

Renewal: 1 License with 4 add- on additional keys for 1 year 1.4.2024 to 31.3.2026.

Software features:

XchangerSuite should include components for the design, rating simulation of Heat exchangers:-

- Air coolers and economizers (Xace)
- Shell and tube (Xist)
- Hairpin (Xhpe)
- Jacketed pipe (Xipe)
- Plate and frame (Xpfe)
- Spiral plate (Xsphe)

Fired heater (Xfh)

Including additional components for tube layout and vibration analysis (Xvib).

Additional Features:-

1. Calculation modules fully incremental and calculate localized heat transfer and pressure drop using local fluid properties.
2. Suite should include VMG Thermo, fluid physical property generator
3. Extensive output reports with detailed results of all-important parameters
4. Comprehensive online help explaining input panels and output reports
5. Quick calc tool to easily perform unit conversion and select heat exchanger types
6. Interfaces to: process simulator, integrated engineering softwares, physical property data banks,
7. Ms Excel, mechanical design programs etc.