



**Single Tender Specification for
Deepwater Depth Sensor for Manned Submersible MATSYA 6000**



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

|  NATIONAL INSTITUTE OF OCEAN TECHNOLOGY | | NOTICE INVITING TENDER (NIT) | |  |
|--|---|--|--------------|--|
| | | Form No. | NIOT/S&P/NIT | |
| निविदा संख्या /Tender No | | NIOT/S&P/S&GH/100028/2023-24/N141 | | |
| निविदा शीर्षक/ Tender Title | | Deepwater Depth Sensor for Manned Submersible MATSYA 6000 | | |
| निविदा प्रणाली/Mode of Tender | | Single Tender (ST) | | |
| ईएमडी जमा करना/ Earnest Money Deposit (EMD) | | INR 150000 (or) USD1800 a) Scanned copy of the instrument of the EMD to be uploaded in NIC portal b) Original EMD shall be submitted through courier/speed post or dropped in the tender box in person before the due date | | |
| निविदा जारी करने की तारीख / Tender Issue date | | 01.04.2024 | | |
| निविदा समापन तिथि और समय//Tender Closing Date and Time | | 15.04.2024@11.00Hr | | |
| निविदा खोलने की तिथि और समय/Tender Opening Date and Time | | 15.04.2024@11.30Hr | | |
| निविदा दस्तावेज उपलब्ध स्थान / Tender documents available place | | Tender documents can be freely downloaded from eprocare@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 eprocare@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.

General Conditions of Contract (GCC)

National institute of Ocean Technology invites E-bids for "**Deepwater Depth Sensor for Manned Submersible MATSYA 6000**" 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 this purchase order.

INSTRUCTION TO BIDDERS

3.1 Security: Any information / material / document supplied along with this tender or after placement of order should not be disclosed or copied without written permission from NIOT.

3.2 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.

3.3 Tender Opening: All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company.

3.4 Goods: Goods should be supplied only on receipt of the P.O. from NIOT

3.5 PO Acceptance: The P.O. acceptance should be submitted within 15days from the date of P.O. Along with scanned copy of performance security as per NIT cl.No 29.

3.6 Change of Name after award: Request / intimations with regard to change of name of the supplier company or constitution of the supplier company after the tender opening or award of order shall not be allowed as a matter of right. The bidders / supplier 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 order after such changes and in case, NIOT decides to proceed with the order, it may require the bidder/supplier to execute further agreements with regard to execution/implementation of the .

3.7 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

4. Deadline for Submission of Bids: e-Bids must be submitted only at the CPP 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.

5. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting will be notified in CPP portal of NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

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. 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.

9. 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.

10. 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.

EMD may be forfeited:

(a) If a bidder withdraws, modifies for provided unsolicited off involuntarily revising the price in whatsoever aspect, its bid during the period of bid validity specified by the bidder on the bid form; or

(b) 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 order shall be adjusted against performance security payable if submitted in DD/refunded if performance security is paid in full /performance security is submitted

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 when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/ requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

12. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically.

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

14. 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.

15. 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.

16. 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.

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

18. 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.

19. Conditional offer will not be accepted and will not consider for evaluation.

TERMS AND CONDITIONS GOVERNING THE ORDER

20. 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.

21. Default in Performance: If any Vendor is not successfully discharging their order obligations against the order 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.

22. Guaranteed time of delivery –specific performance of order; the time of delivery including testing and handing over in satisfactory condition is the essence of the order and the item should be delivered within **12-16 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 supplier should adhere the delivery schedule indicated above.

23. 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 Supplier 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 order delivery date as may be reasonable but without prejudice to other terms and conditions of the order. Unless the extended delivery period is agreed by NIOT in writing, supplier 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.

24. Delay in Completion / Liquidated Damage (LD):

if the supplier 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 order, 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 supplier as agreed, the LD a sum equivalent to 0.5 (half) percent of the prices of any portion of stores delivered late,

for each week or part thereof delay. The total damages shall not exceed 5 (ten) percent of the value of delayed goods.

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

- a. Costs of goods/ services covered in this order.
- 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 supplier'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 order strictly as per price bid format of tender.

26. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier 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 supplier shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the supplier shall continue to perform its obligations under the order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

28. 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.

29. Warranty: The Contractor warrants that the Goods supplied under this order 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 order. The Contractor further warrants that all Goods supplied under this order shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The product supplied should be free from manufacturing defects and a minimum period of one-year (**12**

months) warranty from the date of receipt and acceptance at NIOT. The warranty certificate should be furnished in the prescribed format available in the NIOT web site at the link <https://www.niot.res.in/index.php/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 order. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

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 order. 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 order 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.

33. 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.

Terms and Conditions (Import)

34. 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.

35. 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.

36. 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.

37. Import and Export Licenses

37.1 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.

37.2 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

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

39. Price comparison: As per the selling exchange rates established by SBI Prevailing on the date of opening of price bid shall be applicable for the purpose of conversion of foreign currency for price comparison.

40. 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-se- ranking of bidders in this tender.

41. 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: **NO ADVANCE PAYMENT WILL BE MADE** As per standard terms 90% payment for import will be made after supply and acceptance through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker. 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. Balance 10% will be released through wire transfer after completion of the warranty period. If PBG is submitted 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 order 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 order 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: a) The purchase order shall become effective from the date of purchase order and 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 supplier

(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.

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 150000 (or) USD1800 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 accepted to submit the order acceptance within 15 days from the date of receipt of the order? | | | |
| 4 | Whether submission of 5% of the order value as Performance Security is acceptable? | | | |
| 5 | Whether submission of 10% of the order value as Performance Bank Guarantee is acceptable? | | | |
| 6 | Whether quote is valid for 90 days from the date of tender opening or time specified in the tender document whichever is later? | | | |
| 7 | Whether payment terms of the tender is complied with? | | | |
| 8 | Whether INCOTERM DAP NIOT Chennai is complied with? | | | |
| 9 | 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? | | | |
| 10 | Whether item-wise price is quoted as per price bid and quoted price is realistic? | | | |
| 11 | Whether liquidated damage as specified in the NIT accepted unconditionally? | | | |
| 12 | Whether the delivery period is acceptable as per the tender. | | | |
| 13 | Whether the warranty period (minimum 12 months) is acceptable as per the tender. | | | |
| 14 | Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same. | | | |
| 15 | Whether the freight cost is included if not included whether the freight cost is indicated separately? | | | |
| 16 | Whether Past track record of quality and service is enclosed? | | | |
| 17 | Whether list of deliverables attached and comply as per tender? | | | |
| 18 | Whether warranty /Performance Bank Guarantee of the tender is complied with? | | | |

Section-II Technical compliance sheet (to be filled by the bidder)

| S. No | Description | NIOT Requirement | Vendor (Yes/No) |
|--------------|---------------------------------------|---|------------------------|
| 1. | Type of pressure sensor | Quartz based Intelligent Sensor | |
| 2. | Accuracy | $\leq \pm 0.01\%$ | |
| 3. | Resolution | $\leq 1 \times 10^{-8}$ | |
| 4. | Measurement depth range | 0 to ≥ 7300 m | |
| 5. | Operating temperature | 0 °C to 40°C | |
| 6. | Housing | Titanium Alloy | |
| 7. | Power Supply | ≤ 12 VDC | |
| 8. | Maximum current consumption | ≤ 1 A | |
| 9. | Communication Interface | RS232/422/ 485 serial interface | |
| 10. | Data format | ASCII | |
| 11. | Test pressure | 728 bar pressure test as per DNV rules | |
| 12. | Connector at Pressure sensor end | 728 bar pressure rated Titanium/ SS alloy Female/ Male bulk head connector (Make: Subconn) | |
| 13. | Pressure test certificate and details | Pressure test shall be conducted as per DNV rule up to max pressure, calibration to be done and certificates shall be issued during item delivery | |

Section III-Price Bid Format

| S No | Description of the Item | Qty | Quoted Currency | UNIT PRICE |
|-------------|--|------------|------------------------|-------------------|
| 1 | Deepwater depth sensor as per the specification(model:8BT11000-I-331) | 3 | | |
| 2 | Freight and Insurance (from supplier warehouse to NIOT warehouse) | LUMPSUM | | |
| 3 | Third Party Inspection Charge (Applicable only for letter of credit payment) | LUMPSUM | | |

ANNEXURE-1

Deep water depth sensor for manned submersible MATSYA 6000

a) Need:

The depth sensor is used to measure the accurate depth of the manned submersible from the mean sea level during underwater operations. The submersible depth is an essential parameter for guidance and control of the manned submersible.

Special Contract Conditions (SCC) of Deep-water depth sensor for manned submersible MATSYA 6000

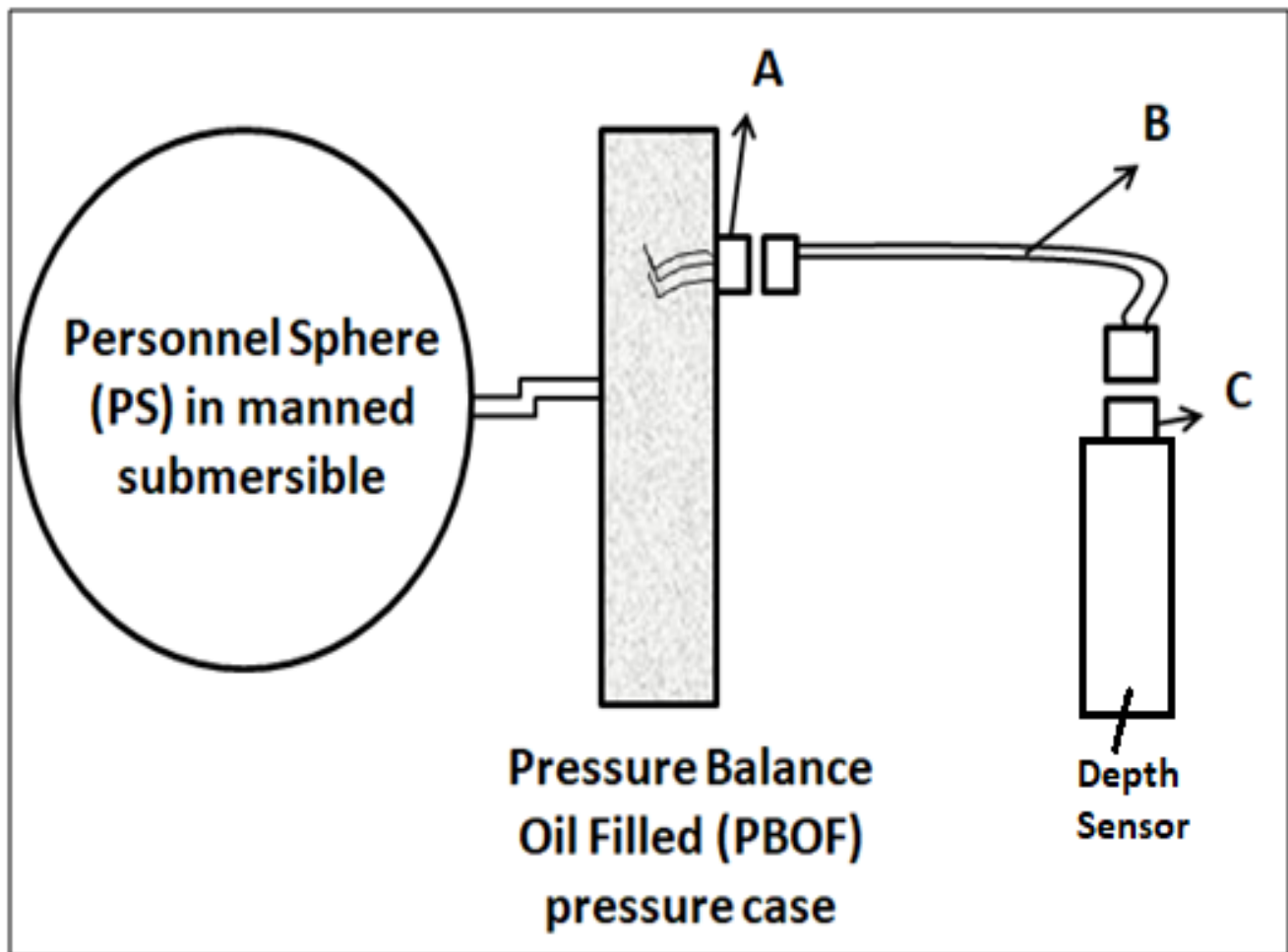


Fig1. Block diagram of Depth sensor interface with Matsya6000

Technical Specifications:

| S. No | Description | NIOT Requirement |
|-------|---------------------------------------|---|
| 1. | Type of pressure sensor | Quartz based Intelligent Sensor |
| 2. | Accuracy | $\leq \pm 0.01\%$ |
| 3. | Resolution | $\leq 1 \times 10^{-8}$ |
| 4. | Measurement depth range | 0 to ≥ 7300 m |
| 5. | Operating temperature | 0 °C to 40°C |
| 6. | Housing | Titanium Alloy |
| 7. | Power Supply | ≤ 12 VDC |
| 8. | Maximum current consumption | ≤ 1 A |
| 9. | Communication Interface | RS232/422/ 485 serial interface |
| 10. | Data format | ASCII |
| 11. | Test pressure | 728 bar pressure test as per DNV rules |
| 12. | Connector at Pressure sensor end | 728 bar pressure rated Titanium/ SS alloy Female/ Male bulk head connector (Make: Subconn) |
| 13. | Pressure test certificate and details | Pressure test shall be conducted as per DNV rule up to max pressure, calibration to be done and certificates shall be issued during item delivery |

c)Scope of supply

| S No | Description of the Item | Qty |
|------|---|-----|
| 1 | Deepwater depth sensor as per the specification (Model:8BT11000-I-331) | 3 |