



राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान
NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

संविदा आमंत्रण सूचना(नि.आ.सू.)
NOTICE INVITING TENDER (NIT)

फार्म संख्या:
Form No. NIOT/S&P/NIT

e-Tender Schedule

निविदा संख्या/ Tender No.	NIOT/S&P/DSM/25743/2024-25
कोजारी Issued To	Rate Contract for General Steel and Aluminum Fabrication for 2 years
निविदाप्रणाली/Tender Mode	Open Tender -Two Bid
निविदाजारीहोनेकीतिथि Tender Issue date	26/06/2024
निविदा बंद होने की तिथि व समय Tender Closing Date and Time	On 25/07/2024 at 3:00 PM
निविदा खुलने की तिथि व समय Tender Opening Date and Time	On 25/07/2024 at 3:30 PM
ईएमडी राशि आईएनआर के समकक्ष EMD Amount INR equivalent	EMD ₹ 46,750/- a) Scanned copy of the instrument of the EMD to be uploaded in CPP portal. b) Original EMD instrument should be submitted through courier/speed post or dropped in the tender box in person well before tender closing time & date.
बोली का प्रकार एवं निविदा प्रस्तुतिकरण Bidding Type & Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Tender Portal www.eprocure.gov.in/eprocure/app
निविदा प्रलेख उपलब्धता स्थानTender Documents available place	Tender documents can be freely downloaded from www.eprocure.gov.in/eprocure/app and our website https://www.niot.res.in/index.php/vendor/login till closing date and time of the Tender.
ई-निविदा के लिये सहायता मैनुअल/Help manual for e-tender	Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
अपने प्रश्न ई मेल आईडी पर भेजें Send your queries to the email IDs	निविदा के अंतिम चरण तक/Upto Tender finalisations support-eproc@nic.in / cphp-nic@nic.in tendergroup@niot.res.in/ gopalakrishnaa.niot@gov.in/ dharsini-proj.niot@gov.in

राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**

वेलचेरी ताम्बरम मेन रोड **VELACHERY TAMBARAM MAIN ROAD**

नारायण पुरम, चेन्नै **600 100 NARAYANPURAM, CHENNAI 600 100**

रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <https://www.niot.res.in/index.php/vendor/login>

Bid Preparation and Tender Submission Procedure

Bidders may download the help documents and Bidders manual kit and FAQ from www.eprocure.gov.in/app . Toll free Helpdesk phone number 180030702232

a) For any technical queries related to operation of the Central Procurement Portal please mail to cphp-nic@nic.in OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874.**

b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel:** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to support-eproc@nic.in

c) For any policy related matter / clarifications pl contact cphp-doe@nic.in - managed by Dept of Expenditure, Min of Finance.

d) For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).

e) The prospective Bidders should register themselves in the CPP Portal and submit the Bids electronically through the CPP portal. The paper based physical Tender submission is not permitted.

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INTRODUCTION

National Institute of Ocean Technology (NIOT) is an autonomous body under the Ministry of Earth Sciences, and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender Document

E-bid is invited for the supply of **Rate Contract for General Steel Aluminum Fabrication for 2 years** to NIOT, Chennai as per the specification enclosed.

1. Submission of bids: Bidders are advised to submit their quotation electronically in two parts as detailed below through e-tender portal <https://eprocure.gov.in/eprocure/app> before the deadline for submission of Bids prescribed in the front page of this NIT. Part-I should contain Techno-Commercial bid and duly signed blank price bid (without indicating the cost) and Technical specification documents. Part – II should contain only the price bid indicating the cost.

2. This NIT shall form part of the Order / Contract document.

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated.

INSTRUCTION TO BIDDERS:

4. 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.

5. Contacting NIOT: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications. 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 the respective mail ID at the top of NIT.

6. Vendor Registration: The vendor can apply for Password by submitting few of their company particulars (one time) in to NIOT vendor registration menu of our website and get the password through email to download the tender document from NIOT website for free of cost. However to become a registered vendor of NIOT, vendor should furnish the signed hardcopy of all the details submitted on line and get the Vendor Registration Certificate of NIOT after the appropriate evaluation by NIOT.

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

8. Pre-Qualification.

Commercial

a) Submission of GST Registration Certificates as applicable.

9. 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 performance still continues to be the same without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT.

10. Goods shall not be supplied without an Official supply order.

11. Order Acceptance: The successful bidder should submit order acceptance within 7 days from the date of order.

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

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

BIDDING CONDITION

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

15. 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.

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

17. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. Conditional offers are liable for rejection

18. Late Bids

Any bid received by NIOT after the deadline for submission of Bids prescribed in the front page of this NIT will be treated as late tender / invalid tender and will not be taken cognizance of.

19. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of 120 days or for the period indicated in the SCC of this NIT whichever is more from the date of opening of Unpriced Techno-commercial Bids. A Bid valid for shorter period may considered as unacceptable and liable for rejection.

20. 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.

21. Conditional offers/ quotations shall not be accepted.

22. Signing of bids: Each page of the tender and tender document shall be signed by the bidder. Unsigned bid is liable for rejection.

23. EMD / Bid security: The EMD/Bid security is mandatory requirement 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. Bids without EMD will be summarily rejected.

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 reputed foreign bank acceptable to NIOT and the original should be submitted to NIOT before tender due date. By Demand Draft/Banker's Cheque drawn in favour of "NIOT OTHER RECEIPT ACCOUNT", NIOT, Payable at Chennai (or)

- (1) 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)
- (2) Insurance Security Bond (or)
- (3) Fixed Deposit Receipt (or)
- (4) Online payment in an acceptable form.

If the EMD (scanned copy of the instrument of 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.

23.1 MSE: "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR are however required to submit a signed Bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issued by the appropriate authorities, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the

deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES. Bid declaration format to be attached. The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

- (i) **Micro Enterprises:** Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,
- (ii) **Small Enterprises:** Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,
- (iii) **Medium Enterprises:** Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees
Retail & Whole sale Traders: Any bidder who are retailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020. The bidder whoever claim EMD / Bid security exemption through MSME certificate should classify themselves as above and need to provide details.

24. Conditions for EMD / Bid Security

EMD shall be returned / discharged to unsuccessful bidders within 30 days after the finalization of the technically qualified bidders on technical bid evaluation. EMD may be forfeited:

- a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect, its bid during the period of bid validity specified by the bidder on the bid form; or
- 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 bidder shall be adjusted against performance security payable if EMD is submitted in the form of DD / refunded, if performance security is paid in full / performance security is submitted in the form of Bank Guarantee.

25. Site Visit: If any site visit is made, it should be formally documented and enclosed with the offer.

26. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

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

28. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

29. 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 ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional. Care should be taken while furnishing the information in the compliance sheet based on which the evaluation will be done.

30. Bid or modification to bids received after closing date and time: shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

31. 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.

32. Award: NIOT shall place the Purchase order/ work order either consolidated or separately for each of the title.

33. Commercial compliance as per the NIT shall be furnished along with the offer.

34. 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.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

35. Quote value:

a) Firms inside India: Quotations should be for free delivery to this Institute. Consignment freight and insurance charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight and insurance charges must be indicated separately. The term 'Extra' shall be avoided.

36. 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 shipment should be effected as per the schedule given in SCC. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

37. 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 LC as appropriate.

38. Delay in Completion / Liquidated Damage (LD): If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of **0.5%** (½ percent) of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed **5%** (5 percent) of the contract price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

39. Partial Delivery: In general all supplies are to be delivered as per the schedule of the contract only. In case if NIOT's request / vendor's convenience part supplies will be accepted only on issue of amendment to the order / contract on the delivery schedule. Part supply without written order will not be accepted. However payment will be effected as stipulated in order / contract.

40. 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 SCC.

41. Service contract Insurance:

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

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

42. Transportation: Where the Contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

43. Risk Purchase: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, NIOT is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.

44. Incidental Services

The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of the on-site assembly and / installation and commissioning of the

- supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (c) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- (d) Training of NIOT's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

45. Spare Parts

As specified in the SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor for at least 5 years from the date of acceptance:

- (a) such spare parts as NIOT may elect to purchase from the Contractor, providing that this election shall not relieve the Contractor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the main product and spare parts:
 - (i) advance notification to NIOT of the pending termination, in sufficient time to permit NIOT to procure needed spare part requirements; and
 - (ii) following such termination, furnishing at no cost to NIOT, the blueprints, drawings and specifications of the spare parts, if requested.

46. 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.

This warranty shall remain valid for 12 months after the installation of the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC. The warranty certificate should be furnished in the prescribed format 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, within the period specified in SCC and 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.

47. Payment: NO ADVANCE PAYMENT WILL BE MADE. As per standard terms, Payment will be made within 30 days from the date receipt of bill/acceptance of goods along with the required documents such as warranty certificate, test certificates submitted pursuant to GCC Clauses and upon fulfillment of other obligations stipulated in the order / contract.

48. 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.

49. Discounts:

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

50. Price:

The price shall include but not limited to

- a) Costs of goods covered in this contract.
- b) Taxes.
- c) HSN code of the product.
- d) Transportation and packing cost (Sea / Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- e) Cost of handling, documentation, freight, insurance from contractor's ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- f) Charges for all testing
- g) Cost towards third party inspection at various stages as set forth in the contract.
- h) Cost of Installation, testing, commissioning and handing over of goods as set-forth in the contract.
- i) Cost of Training of NIOT officials as set forth in the contract.
- j) Cost of Books, manuals, software as set-forth in the contract.

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.

51. Taxes and duties:

I Payable only for the Indian bidder:

- a) **GST Registration:** You may submit a copy of GST Registration certificate along with your quotation.

II Deductibles:

- a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is mandatory.
- b) **GST-TDS:** NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided.

Name of the Organization	NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
Address	NIOT Campus, Velachery Tambaram Main Road, Pallikaranai, Chennai-600100, TamilNadu.
Email	postmaster@niot.res.in
Telephone No.	044-66783300
Tax Deductor GSTIN	33AAATN0530G1Z6

52. Performance Security: If the quote value exceeds Rupees 25 lakhs / or as per the SCC, the successful bidders should deposit 5% of the contract value as Performance Security within 2 weeks from the date of receipt of Rate Contract / LOI. The performance security shall be in one of the following forms:

- 1. By Demand Draft/Banker's Cheque / Insurance surety bond / fixed deposit receipt drawn in favour of "Director, NIOT, payable at Chennai (or)
- 2. Bank Guarantee as per prescribed format issued by any commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order / contract.

Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order and forfeit the EMD / Bid Security.

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

54. SUBMISSION OF TECHNICAL DOCUMENT

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. 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. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:

- a. A list giving full particulars including available sources and current prices, of spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by NIOT; and
- b. An item-by-item commentary on NIOT's Technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.
- c. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers designated by NIOT in its Technical specifications are intended to be descriptive only and not restrictive. They may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to NIOT's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

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

Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) duly signed by the authorized official should be sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the Contractor's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

Documents Establishing Bidder's Eligibility and qualifications

55. Eligibility: The bidder shall furnish, as a part of his bid, documents establishing the bidders' eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess TIN No., PAN No. and any other registration to claim the statutory levies.

Specific Terms & Conditions

- 1. Price Validity:** We would like to have rate contract for minimum period for 2 years.
- 2. Payment Terms:** Payment will be made after supply and acceptance of items by NIOT. NIOT reserves the right to place the number of items different phases during the Rate contract period of 2 years.
- 3. Falls price clause:** You shall declare against each supply that the prices charged against this Rate Contract are domestic price and not higher than the price agreed to any other customers/client. If there is any price fall during the currency of contract, you shall agree and charge only the reduced price.
- 4. Parallel rate Contract:** If NIOT desires to have parallel rate contract with more than one firm (parallel contract), NIOT reserves its right to offer acceptable rate to all technically qualified firms.

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

S. No.	Particulars	Yes	No	offer Page Ref
1.	Whether every page of the tender document is signed for acceptance of tender and uploaded along with the offer?			
2.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
3.	Whether EMD of ₹ 46,750/- scanned and uploaded along with the technical document?			
4.	Whether accepted to submit the order acceptance within 7 days from the date of order?			
5.	Whether submission of PS is acceptable if the quote value exceeds Rs. 25,00,000/-			
6.	Whether Quote is valid for 120 days from the due date of tender or time specified in the tender document whichever is later?			
7.	Whether payment terms of the tender is complied with?			
8.	Whether the bidder satisfies the Pre- qualification criteria			
9.	<p>a. a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)</p> <p>b. The supplier should have minimum 5 years' experience in fabrication of structures and frames. All necessary documents like purchase order / reference related to experience should be submitted along with the quotation.</p> <p>c. The supplier should have minimum 1000 square feet fabrication space. All necessary documents should be submitted along with the quotation.</p> <p>d. Bidders should have executed fabrication/machining contract for the minimum turnover value of Rs.50 lakhs per annum (single order or multiple orders) in the last three years in the mechanical structures and machineries.</p>			
10.	<p>a. The Goods / items quoted are manufactured in India and not imported from any country.</p> <p>b. Make in India Clause: If the item/goods are partially imported, specify your category:</p> <p>1. CLASS I Category: Supplier or service provider, whose goods, services or works offered for procurement, has local content greater than or equal to 50%.</p> <p>2. CLASS II Category: Supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.</p>			
11.	Whether self certification form is enclosed (For Class I & Class II supplier only)?			
12.	Whether price is FOR /DAP, NIOT Chennai?			
13.	Whether the freight cost is included, if not included whether the freight cost is indicated separately?			
14.	Whether the authorization letter exclusively for this tender, from the original manufacturer is enclosed?			
15.	<p>a) Whether warranty period accepted as per tender?</p> <p>b) Whether submission of warranty certificate in the prescribed format is acceptable?</p>			
16.	Whether the delivery period is clearly indicated, and is as per tender?			
17.	Whether the cost of installation / inspection / testing explicitly mentioned in the quote?			
18.	Incase of dual bid whether unpriced / blank commercial bid is enclosed in Part – I (Technical bid)			
19.	Whether past track record of quality and service is enclosed?			
20.	Whether list of deliverables attached and comply as per tender?			
21.	Whether liquidated damage clause is acceptable in case of delayed supply?			

22.	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?			
23.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
24.	Whether technical specification has been duly filled in and submitted with the tender document is uploaded along with the quotation.			
25.	Whether only technical details in support of vendor's claim without price information is uploaded under technical bid (Part – I)			
26.	Whether HSN code of the product has been indicated?			
27.	Whether your firm is registered under MSE/ NSIC/DIC/UAM? If yes enclose copy of registration			
28.	Whether the rate offered is valid for 2 years?			

PRICE BID FORMAT

S. No.	Item Description	Quantity			
I.	Conditions A : Material supplier; Fabrication –by supplier; Location of Fabrication – Supplier’s works; Transportation-Supplier scope				
	Item Description	Qty	Unit	Unit rate	Amount
1	IS 2062; Grade B	5000	kg	<i>Price has to be quoted in the price bid only and shall not be revealed here. If revealed here the quotation shall not be considered for evaluation</i>	
2	SS316L	700	kg		
3	Aluminum; 6061-T6	400	kg		
II.	Conditions B : Materials - By supplier; Fabrication –by supplier; Location of Fabrication –NIOT campus; Transportation-Supplier scope; Welding machine will be provided by NIOT and electrode by supplier				
	Item Description	Qty	Unit	Unit rate	Amount
1.	IS 2062; Grade B	1000	kg	<i>Price has to be quoted in the price bid only and shall not be revealed here. If revealed here the quotation shall not be considered for evaluation</i>	
2.	Coating -Two coats of primer (Red oxide)	50	Sq.m		
3.	Epoxy primer Red oxide	50	Sq.m		
4.	Coating -Two coats of paint (canary yellow; Blue; orange and gray)	50	Sq.m		
5.	Coating -Two coats of Epoxy paint (canary yellow; Blue; orange and gray)	50	Sq.m		
6.	Coating-Powder coating 80 micron block/white color	50	kg		
7.	GST at as applicable		%		
Total Amount					
(Amount in words. _____)					

Note:

For Supply

The GST will be paid as applicable.

For Service

GST @ 18% is applicable.

NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. (See clause No. 51 II (b))

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

We agree to all applicable terms and conditions listed in the tender document.

Signature with Seal

**Tender specification for Rate Contract for General Steel and
Aluminium Fabrication for 2 years**

1. Pre-qualification Criteria:

S. No.	Description	Remarks (Yes/No)
1	The supplier should have minimum 5 years' experience in fabrication of structures and frames. All necessary documents like purchase order / reference related to experience should be submitted along with the quotation.	
2	The supplier should have minimum 1000 square feet fabrication space. All necessary documents should be submitted along with the quotation	
3	Bidders should have executed fabrication/machining contract for the minimum turnover value of Rs.50 lakhs per annum (single order or multiple orders) in the last three years in the mechanical structures and machineries	

2. Scope of work:

Rate contract for steel/aluminum fabrication and supply of items as per drawings supplied by NIOT at the time of work execution and terms and conditions are given below.

S. No.	Item Description	Quantity
I	Conditions A : Material supplier; Fabrication –by supplier; Location of Fabrication –Supplier's works; Transportation-Supplier scope	
1.	IS 2062; Grade B	5000 kg
2.	SS316L	700 kg
3.	Aluminum; 6061-T6	400 kg
II	Conditions B : Materials - By supplier; Fabrication –by supplier; Location of Fabrication –NIOT campus; Transportation-Supplier scope; Welding machine will be provided by NIOT and electrode by supplier	
1	IS 2062; Grade B	1000 kg
2	Coating -Two coats of primer (Red oxide)	50 Sq.m
3	Epoxy primer Red oxide	50 Sq.m
4	Coating -Two coats of paint (canary yellow; Blue; orange and gray)	50 Sq.m
5	Coating -Two coats of Epoxy paint (canary yellow; Blue; orange and gray)	50 Sq.m
6	Coating -Powder coating 80 micron block/white color	50 kg

**Tender specification for Rate Contract for General Steel and
Aluminium Fabrication for 2 years**

I	Technical details-Material:		
	1) Material of construction-Mild Steel:		
S. No.	Description	NIOT requirement	Specification of item offered/quoted
1.	Material grade	IS 2062-Gr-B	
2.	Chemical Composition	As per standard	
3.	Mechanical Properties	Yield strength: 240 MPa (minimum) and Ultimate strength: >400 MPa	
4.	Elongation	>20 %	
5.	Surface finish	Fine finish	
6.	Make	SAIL, TATA Steel, JINDAL, Vizag Steel.	
II	Material of construction - Stainless steel		
1	Material grade	Stainless Steel (SS 316L)	
2	Chemical Composition	As per standard	
3	Mechanical Properties	Yield strength: >165 MPa	
4	Elongation	>30 %	
5	Surface finish	polished finish as part	
III	Material of construction - Aluminum		
1	Material grade	Al 6061-T6	
2	Chemical Composition	As per standard	
3	Mechanical Properties	Yield strength: >250 MPa	
4	Elongation	>10 %	
5	Surface finish	Fine finish	
IV	Welding electrode / filler wire	TIG / MIG/ARC process should be carried out for welding with a proper arc welding electrode/MIG welding wire spool and procurement from ESAB / Ador	

4. Technical details-Process:

4.1 Materials:

All raw materials shall be procured by the supplier / fabricator. Fabrication and supply of structures/devices using structural members such as angles, channels, beams, pipes, plates, etc. Materials to be obtained from reputed brand like TATA/SAIL/JINDAL/Vizag only. Manufacturer's Test Certificate should be provided to NIOT for conformance of the chemical composition and mechanical properties for all raw materials to be used before proceeding with fabrication / machining.

4.2 Materials testing:

If manufacturer's test certificates are not available or if NIOT is not satisfied with the Test Certificates produced, the materials should be re-tested for chemical composition and mechanical properties as per IS/ASTM standards from NABL accredited laboratories and the test reports should be submitted to NIOT. Only on approval of the raw material by NIOT the fabrication shall commence.

4.3 Ownership of Drawings and Specifications:

All drawings, specifications, materials and designs furnished by NIOT shall be treated strictly as confidential property of NIOT. All such drawings, specifications and other materials shall be returned to NIOT upon the completion of the work under this contract. No copies, duplications or Photostats shall be taken by supplier without the consent of NIOT. If the contractor intends to make any change in the specifications to improve the performance of the component, the same shall only be executed after discussion and approval from NIOT.

4.4 Dimensions and Tolerance:

All interface holes shall be drilled only after final welding, machining, maintaining position tolerances indicated. Dimensions shown in the drawings are finish dimensions. All the components shall confirm to the dimensions within tolerances indicated on the drawings. Wherever tolerances are not specified the components will have to be made within fine tolerances specified as per IS 2102 Part 1 & Part 2 (1993)/ DIN ISO 2768.

4.5 Machining:

The necessary component shall be machined with its tolerances. Wherever necessary (minor requirements) the operations like Turning, Facing, Chamfering, Milling, Drilling, Tapping, Counter sinking, Threading, Boring, etc., are to be performed. All machined components to be provided with inspection report with following details; serial number, drawing position, nominal dimension, allowable tolerance, Dimension type, inspection instrument, least count of inspection instrument, measured value, conformance to drawing values.

4.6 Welding:

4.6.1 Cleaning:

Before welding, the raw material / joint surfaces must be cleaned of all foreign material, such as paint, oil, dirt, scale, or oxides. Cleaning may be done with suitable solvents (e. g., acetone or alcohol) or light grinding. Care should be taken to avoid nicking or gouging the joint surface since such flaws can interfere with the welding operation. The interval between cleaning and welding should be as short as possible.

4.6.2 Welding process & electrode / filler wire:

TIG/MIG process should be carried out for welding of all parts as per drawing enclosed. Selection of proper welding filler material wire is mandatory, Filler material can be as per provided in material specification, and any other grade usage requires official confirmation from the customer's technical person in charge. The filler material for TIG welding can be procured from renowned suppliers such as ESAB

4.6.3 Joint preparations and procedures:

Jigging or tack welding may be used to hold parts in proper relationships and orientation. The use of jigs and fixtures is preferred wherever possible. Where tack welding is used, the tack shall be completed using a qualified procedure and qualified personnel. Tack welds to be incorporated into the finished weld shall be completed using filler metal of the described composition as used for the finished weld, and the ends of the tack welds shall be dressed to allow the weld bead to blend with the tack. Tack welds shall be cleaned prior to the deposition of further weld runs.

Temporary attachments that aid alignment of parts shall be permitted only with the approval of NIOT only. Any temporary attachment shall be welded using a qualified procedure and qualified personnel and shall be removed in such a manner the thickness of the parent metal section is not reduced and the surface is dressed smooth and is free of cracks.

Edge preparation can be carried out by shearing, sawing, plasma arc cutting, chipping, planing, milling or routing. Grinding may be used provided that appropriate abrasive materials are used to avoid contamination. Fit up should be as per standard TIG / MIG welding process.

4.6.4 Dimensions and Tolerances after welding:

Dimensions shown in the drawings are finish dimensions. All the components shall conform to the dimensions within tolerances indicated on the drawings. Wherever tolerances are not specified the components will have to be made within medium tolerances specified as per IS 2102 Part 1 & Part 2 (1993)/ DIN ISO 2768.

4.6.5 Welding defects:

After completion of welding process the parts should be free from all type of weld defect. Penetrant test (PT) should be carried out in required weld area. PT report should be attached along with the supply of material.

1.2 Stress relieving:

If required the stress relieving by thermal process to be done after welding wherever necessary and before machining (Vibratory method of stress relieving not acceptable). The process to be carried out.

1.3 Inspection:

Visual and surface Inspection:- The component shall be visually inspected to detect porosity, blow holes, exposed inclusions, unfused welds, unfused craters, surface cracks, under cut, dimensional inaccuracy and poor weld appearances etc. Dimensional inspection report should be handed over during supply of material.

1.4 Coating:

Two coating of primer (Dry film thickness between 80 to 100 μm) and two coating of MARINE grade epoxy paint (Dry film thickness between 120 to 150 μm) after fabrication, machining and inspection. Before coating surface should be properly cleaning using cleaning agents.

1.5 Transportation:

Responsibility of safe transportation to and fro including manual handling at works/NIOT, insurance etc., under supplier responsibility.

1.6 Fasteners:

Fastener size and quantity indicated in the drawings are to be procured by the supplier from reputed brand like Sundaram Fasteners, Sterling Tools, Simmonds-Marshall, LPS Bossard, Wurth, KUN, RAJ etc.,

1.7 Assembly:

Individual parts should be assembled with appropriate joining method as per assembly drawing and as described in the drawing. Additional attachments if any will be provided in the drawings; the attachments shall be collected from NIOT or procured as per intimation with proper documentation and shall be returned in assembled condition.

1.8 Documentation:

Following test reports / documents should be delivered along with the supply of material to NIOT.

- a) Mechanical test
- b) Chemical test
- c) Load test (if any)
- d) Dimensional report

2. Accident or injury to workmen:

NIOT shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall indemnify and keep NIOT indemnified against all such

claims /damage proceedings, cost, charges and expenses whatsoever in respect thereof of in relationship thereto within the contract price.

3. Third Party Insurance:

The contractor should insure before taking over of plant for operation against his liability for any material or physical damage, loss of injury which may occur to any property, Including that of the employer, or to any person , including any employee of the employer or the contractor by or arising out of the execution of the works or in the carrying out of the contract. The contractor shall, whenever require produce to NIOT, the policy or policies of insurance and the receipts for payment of the current premium.

4. Terms and conditions:

- a) The contractors shall carry out fabrication of the items as per the given drawings and specification.
- b) The contractors shall maintain good workmanship.
- c) NIOT officials may visit during the fabrication, as and when required and specific to the work.
- d) The items may be inspected by NIOT officials before dispatch whenever specified and required.
- e) Items found not meeting our dimensional tolerances, geometrical tolerances etc , given in the drawing will be rejected. No payment will be made for rejected items.
- f) Manufacturer's Test Certificate should be provided to NIOT for conformance of the chemical composition and mechanical properties for all raw materials to be used before proceeding with fabrication / machining. Only on approval of the raw material by NIOT the fabrication shall be commenced.
- g) In case, components are found damaged/ defective in transit or found short at the time of delivery, the contractor shall replace/supply the same and the payment will be made only after replacement/supply of the damaged/short supplied items.
- h) Work order will be cancelled if the items are not supplied as per drawing within the mutually agreed time period.
- i) In case of any discrepancy the decision of NIOT will be final and binding.
- j) All aspects like safety, insurance, minimum wages, industrial age considerations overtime, EPF, ESI, Bonus etc , will be under supplier's responsibilities.
- k) The contractor shall ensure provision of all safety gadgets like safety shoes, safety helmet, welding helmet, gloves, mask etc.,
- l) Any minor modification required to be carried out will be supplier's scope without additional cost.

- m) Welding filler rods used should be of reputed brand (Esab , Adani, L&T) and the same should be mentioned.
- n) All **welding** shall be carried out in accordance with IS 2812.
- o) The supplier has to maintain good workmanship.
- p) NIOT reserves all the rights to reject the item supplied on quality parameters.
- q) The order will be extended for second year on the basis of performance satisfactory in the first year.
- r) All transportation should be under supplier's scope and the transportation charges shall be included in the base price.
- s) Taxes & Duties are as per Government norms.
- t) All other terms and conditions as per our tender enquiry.

5. Liquidated Damage :

Delivery of the items as specified in the purchase order is very essential. In the event of the supplier failing to deliver the item within time or any extension agreed thereto, NIOT shall have the right to recover from the supplier as liquidated damages a sum at the rate of 0.5% of order value per week not exceeding a total of 5% of the value of the order. Delay beyond this will be dealt as breach of contract and NIOT holds the discretion to accept or reject the item including cancellation of the order without any liability to NIOT's accounts.

6. Delivery :

Mild steel and Stainless steel: The component or assembly should be delivered within 2 weeks for less than 1 ton and 4 weeks for more than 1 tons of material from the date of receipt order.
Aluminum: The component or assembly should be delivered within 6 weeks from the date of receipt order.

7. Payment:

Payment will be made only after supply of item and acceptance at NIOT. No advance payment will be made.

Note:

The literature/brochure/write up of the items quoted should be uploaded.

Terms and Conditions:

- 1. Validity:** Quote should be valid for 90 days.
- 2. Payment:** Payment will be made within 30 Days after supply, acceptance of the materials. No advance payment shall be made.
- 3. Delivery:** Mild steel and Stainless steel: The component or assembly should be delivered within 2 weeks for less than 1 ton and 4 weeks for more than 1 tons of material from the date of receipt order. Aluminum: The component or assembly should be delivered within 6 weeks from the date of receipt order.
- 4.** Quantity is indicative. The order will be placed for actual needs in different phases during the rate contract period of 2 years.
- 5. Price Validity:** The rate shall be kept valid for 2 years.
- 6. Warranty:** All the supplies shall carry warranty for **twelve months** from the date of supply and acceptance by NIOT. The format of the warranty certificate shall be furnished to the successful bidder.
- 7. Part Supply:** Not Allowed. All the items should be delivered in a single lot within the stipulated time.

We agree to all terms and conditions as per tender document.

Date:

Signature of supplier

Place:

Stamp

ANNEXURE

**Format for Self Certification under Preference to
"MAKE IN INDIA" Policy**

(Refer Clause No. 2.8 & 3.4.4 of ITT)

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (supplier name) are local supplier meeting the requirement of minimum Local Content _____% as defined in above orders for the material against Tender No. _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

ANNEXURE-2

Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY TAMBARAM MAIN ROAD,

NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

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

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

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

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

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

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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