



NATIONAL  
INSTITUTE  
OF OCEAN  
TECHNOLOGY

NOTICE INVITING TENDER (NIT)

Form No. NIOT/S&P/NIT



E-Tender Schedule

निविदा संख्या /Tender number	NIOT/HVT/1327R/2024-25
निविदा शीर्षक/ Tender Title	Supply of Recovery System for Sea Bed Anchor/Seabed Mounted System
निविदा प्रणाली/Mode of tender	Open Tender Two Bid (OTTB)- GeM Portal
ईएमडी जमाकरना/ Earnest money deposit (EMD)	<b>INR 56,640/-</b> a) <i>Scanned copy of the instrument of the EMD to be uploaded in GeM portal.</i> b) <i>Original EMD instrument should be submitted through courier/speed post or dropped in the tender box in person well before tender closing time &amp; date</i>
निविदा जारीकरणे की तारीख/ Tender issue date	13.12.2024
निविदा समापन तिथि और समय/ Tender closing date and time	10.01.2025 @11.00hrs
निविदा खोलने की तिथि और समय/ Tender opening date and time	10.01.2025 @11.30hrs
निविदा दस्तावेज उपलब्ध स्थान/ Tender documents available place	Tender documents can be downloaded from GeM portal i.e. <a href="http://gem.gov.in">http://gem.gov.in</a> and MoES-NIOT website <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender.
बोलीलगाने का प्रकार और निविदा प्रस्तुत करना/ Bidding type &tender submission	Two bid tenders comprising of techno- commercial bid and price bid should be submitted electronically through GeM portal
ई-निविदा के लिए हेल्प मैनुअल/ Help manuals for e-tender	Bidders may download the help documents Helpdesk number: 1800-419-3436 e-mail: <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a> For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
अपनेप्रश्न ईमेलआईडीपरभेजें/Send your queries to the email ID	<a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>

राष्ट्रीय प्रौद्योगिकी समुद्र संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

वेलाचेरी ताम्बरम मेन रोड VELACHERY TAMBARAM MAIN ROAD

नारायणपुरम, चेन्नई 600 100 NARAYANPURAM, CHENNAI 600 100

रा.स.प्रौ.स. वेबसाइट/NIOT Website <http://www.niot.res.in/tenders>

## **General Conditions of Contract (GCC)**

National institute of Ocean invites E-bids **Supply of Recovery System for Sea Bed Anchor/Seabed Mounted System** at NIOT Chennai as per details given below.

**1. Submission of bids:** Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid (BOQ) as Part-2 should be submitted electronically through **GeM Portal** <http://gem.gov.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 NIT documents. Bidders are advised to submit their quotation in two Parts. **No manual tender is acceptable.**

**Part-1** should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded in the GeM portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, anywhere in the tender it will be treated as invalid tender.**

The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

**Part-2** should contain only the price bid (BOQ) indicating the cost.

The Part-1(Technical bid) and Part-2 (Price bid- BOQ) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. Please note that to participate in the tender, Digital Signature (DSC) has to be obtained. If you are a regular supplier of NIOT it is requested to register your company with portal and to procure if not owned already.

### **2. Pre-Qualification Criteria:**

The bidder/manufacturer/OEM should have previous experience in the supply of recovery system to any ocean research institutes/industries. The necessary documentary proof for the above should be provided including the performance record of the system and the documentary evidences.

### **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](mailto: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 Default in Performance:** If any Vendor is not successfully discharging their contractual obligations against the purchase order/ORDER/contract placed on them by NIOT within

the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performances till continue to be the same without any improvement, NIOT reserves the right to BAN such Vendor permanently from participation in all the tenders of NIOT and organizations of MOES.

**4. Goods:** Goods should be supplied only on receipt of the ORDER / signed contract from NIOT.

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

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

**7. One Bid per Bidder:** A firm shall submit only one bid. A firm that submits either individually, more than one bid will result in rejection of all the bids.

#### **BIDDING CONDITION**

**8. Deadline for Submission of Bids:** E-Bids must be submitted only at the GeM 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 GeM well ahead of closing date and time and avoid any last-minute submission.

**9. Due date Extension, Corrigendum to NIT:** Any corrigendum including due date extension for NIT, will be notified in GeM portal of NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

**10. 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.

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

**12. 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.

**13. 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.

**14. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **120 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.

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

**16. EMD / Bid security:** The bidder should enclose the EMD /Bid security of INR **56640/-** in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks drawn in favor of the Director NIOT.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD / Bid Security of the successful bidder first stage (i.e.) Technical evaluation etc shall be returned within 30 days of declaration of result of first stage (i.e.) technical evaluation. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (GeM portal permits all the bidder to modify/ withdraw their bid before bid closing date/time).

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

**Conditions for EMD / Bid Security:** EMD/ Bid security shall be returned / discharged to unsuccessful bidders within 30 days after finalization of the technically qualified bidders on technical bid evaluation.

**EMD may be forfeited:**

(a) If a bidder withdraws, modifies for provided unsolicited off involuntarily revising the price in what so every 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 15days of the order and/or fails to furnish Performance Security.

EMD for a successful contractor shall be adjusted against performance security payable if submitted in DD/refunded if performance security is paid in full /performance security is submitted

**17. Conditional offers: Conditional offers** will not be accepted.

**18. Signing of bids:** Each page of the tender document shall be digitally signed by the bidder and should be uploaded along with other documents.

**19. Acceptance of bids:** NIOT may accept or reject any / all tenders including the lowest tender without assigning any reasons whatsoever.

**20. 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.

**21. Canvassing:** Exerting pressure and/or offering in documenting any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

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

**23. Unsolicited Post-Tender Reduction:** The bidder shall note that any unsolicited post-tender reduction by them would disqualify them from participating in this as well as future tenders apart from forfeiting the EMD submitted.

**24. Modifications to Bids:** The Bidder shall make no modifications to the bids after the closing date unless specifically requested for by NIOT. In case certain clarifications are sought by NIOT after opening of tenders, then the reply of the partner should be restricted to the clarification sought. Any bidder who modifies his bids (including a modification which has the effect of altering the value of his offer) after the closing date without any specific communication from NIOT shall make their tender as invalid and liable to be debarred from participation in future Tenders of NIOT.

**25. Broad Configuration/Specification of the proposed purchase are given in NIT.** Bidders are required to keep their proposal strictly as per the specification prescribed

### **Terms and Conditions Governing Contract**

**26. Price:** The price shall include but not limited to

a) Costs of goods/ services covered in this Contract.

b) Taxes and duties

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

d) Cost of handling, documentation, freight, insurance from Contractor's warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation.

e) Cost towards third party inspection as set forth in the Contract for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Contract strictly as per price bid format of tender

#### **27. Taxes and duties:**

The basic price should be inclusive of GST P&F, Freight, Insurance etc.,

##### **Deductibles:**

(a) Deduction of Indian Income Tax Deduction at Source for the Indian bidders: TDS will be deducted as applicable for Supply under Sec 194Q and for service portion under Sec 194C. Valid Permanent Account Number (PAN) is mandatory.

##### **(b) Deduction of GST TDS for the Indian Bidders:**

GST-TDS is deductible on supply of goods or Services in respect of Intra - State Supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2%(IGST) from the payment made or credited to the supplier of taxable goods or services or both when the contract value is above Rs.2,50,000/-.

#### **28.GST:**

The bidders have to include the applicable GST as per the HSN code in the basic price. The basic price should include all taxes and levies. IGST will be paid as per the applicable HSN Code at applicable rate. Any revision in the rate by Government of India the same shall be applicable at the time of Invoicing.

#### **29. Deductibles:**

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

**b) Deduction of GST TDS for the Indian bidders:**

GST-TDS is deductible on supply of goods or services in respect of Intra - State supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2% (IGST) from the payment made or credited to the supplier of taxable goods or services or both when the contract value is above Rs.2, 50,000/-.

**c) Deduction of Indian Income Tax Deduction at Source applicable to Foreign bidders:** Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement (DTAA) between the bidder's Country and the Government of India. The tax deduction at source will be @ 10.40% as per Income Tax Tariff of India or the rate as contained in the DTAA whichever is less, on production of a copy of the Tax Residency Certificate or Tax Identification Number. In case the Tax Residency Certificate or Tax Identification Number is not furnished, the Tax deduction at source will be 20.8% as per Indian Income Tax Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

**30. Guaranteed time of delivery:** The time of delivery including testing and handing over in satisfactory condition is the essence of the order. All the items should be delivered **within 8-12weeks** from the date of receipt of Purchase Order. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the contract is delivered. The contractor should adhere the delivery schedule indicated above.

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

**32.Delay in Completion / Liquidated Damage (LD):** If the supplier shall fail to deliver the systems / components within the time specified in the order, NIOT shall recover from the supplier as liquidated damages a sum of 0.5% of the order price per week of delay and maximum 5% of the order value. Essential components are clarified for ensuing total compliance as per tender specification and ensuring completion of entire contractual obligation as per the delivery schedule

**33. Payment**

**No advance payment will be made.** 90% payment will be made after receipt and acceptance of the item at NIOT and payment will be made within 30 days from the date of receipt of bill along with the required documents. Warranty certificate, third party inspection report, shall be submitted and upon fulfilment of other obligations stipulated in the order. The balance ten percent (10%) will be paid after completion of the entire warranty period. (ref Clause:34)

**34. Performance warranty Bank Guarantee:** Performance bank guarantee for 10% of the value of item should be provided and it should be valid throughout the warranty period.

Performance Bank Guarantee should be from any Nationalized/Commercial bank in India or their branches outside India, then 100% payment will be released. In case the performance bank guarantee is not provided, 90% payment will be released and balance 10% will be released after completion of the warranty period. Bidder should clearly mention their acceptance in their quote.

**35. Performance Security:** The successful bidders should 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) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR or in equivalent foreign currency).
- (3) Fixed Deposit Receipt from any Commercial Bank.
- (4) Bank Guarantee from any of the Commercial Banks.
- (5) Online payment in an acceptable form.

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

Bank Guarantee shall be as per prescribed format issued by a Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per Order. 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.

**36. 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.

**37. Risk Purchase:** If the supplier fails to deliver the item to the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the order before expiry of such period, NIOT is entitled to cancel the order and source remaining items from any parties the stores not delivered at the risk and cost of the defaulting supplier. No payment claimed for any part supplies will be made.

**38. Warranty:** The Contract 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 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 should be minimum for the period for **12 months** after acceptance of item. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Contractor letter head. If the Manufacturer standard warranty is more than 12 months the same shall be extended to NIOT without any restriction whatsoever. 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 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.

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

**40. Force Majeure:** For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier'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 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.

**41. Arbitrations/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 with mutual consent.

The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make 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.

**42. Risk and Insurance:** The Bidder/Contractor shall take out and keep in force the following adequate insurance to cover all risks including but not limited to third party risk coverage and shall submit to NIOT copy of policy:

During the development of the system, testing, trials and all transportation including transit up-to receipt of the Product / material at NIOT and acceptance after final phase of testing including during field operations.

The Bidder/Contractor shall take out and keep in force, adequate insurance in respect of their own as well as hired equipment's (to the extent of their insurable interest) tools, materials, marine spreads, vessels, barges, crafts ships and operational facilities used during the entire period of their engagement in connection with the Contractor to the insurable value of such constructional plant, equipment and other things. NIOT shall have no liability whatsoever in this regard. NIOT shall not consider any claim whatsoever, hence Bidder/Contractor shall assess all possible risks and take adequate all risk insurance cover including transit insurance. General terms and conditions for tender submission & evaluation

NIOT reserves right to reject any or all of the bids received in response to this invitation to tender without assigning any reasons whatsoever.

Bidder shall note that NIOT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

Canvassing in any form by any bidder or by any other agency acting on behalf of the partner after submission of bid may disqualify the said partner. NIOT's decision in this regard shall be final and binding on the partner.

### **43. Eligible Bidders**

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

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

### **44. Cost of Bidding**

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

### **a) Code of Integrity for Public Procurement**

b) The purchaser requires that the bidders, suppliers and Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this policy, the following are defined:

Sr. No. Term Meaning

**(i) Corrupt practice**

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

**(ii) Fraudulent practice**

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

**(iii) Collusive practice**

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

**(iv) Coercive practice**

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

**(v) Anticompetitive practice**

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

**(vi) Conflict of interest**

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

**(vii) Obstructive practice**

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

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

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

e) Obligations for Proactive disclosures

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

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three

years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

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

**f) Punitive Provisions**

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

- i) If his bids are under consideration in any procurement:
  - i. Forfeiture or encashment of bid security;
  - ii. Calling off of any pre-Contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.
- ii) If a Contract has already been awarded
  - i. Cancellation of the relevant Contract and recovery of compensation for loss incurred by the Purchaser;
  - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
  - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

**g) Provisions in addition to above:**

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**45. Amendment to Bidding Documents**

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the GeM portal through a corrigendum.

**46. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- a) 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.
- b) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
  - a) A detailed description of the essential technical and performance characteristics of the goods;
  - b) 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 during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid; and

- c) An item-by-item commentary on the Purchaser'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.
- d) For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **47. Submission of Technical Document:**

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

- a. The bidder is required to provide their comments item-by-item on the compliance sheet provided in the Annexure – I of NIT (SCC). Wherever 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.
- b. Offer must contain all relevant technical details. Relevant preliminary drawings (if any) pertaining to the quoted designs, duly signed by the authorized official shall be sent along with the quotation. Wherever mentioned, documentary evidence has to be enclosed in the quotation. 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.
- c. NIOT will not provide any test procedures. All relevant required tests as mentioned in the technical specification to conduct within the quoted price.

#### **48. Confidentiality**

- a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of Contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-wizard portal.
- b) Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of its Bid.

#### **49. Contacting the Purchaser**

- a) No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
  - b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Contract award may result in rejection of the Bidder's bid.
- Post qualification
- c) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified

to perform the Contract satisfactorily, in accordance with the criteria listed in the SCC of the NIT.

d) The determination will take into account the Eligibility & Qualification criteria listed in the SCC of the NIT and it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.

e) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

### **50. Bidder's right to question rejection**

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

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

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

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

d) In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in Special Conditions of Contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

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

a) Determination of the need for procurement;

b) Selection of the mode of procurement or bidding system;

c) Choice of selection procedure;

d) Provisions limiting participation of bidders in the procurement process;

e) The decision to enter into negotiations with the L1 bidder;

f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

g) Issues related to ambiguity in Contract terms may not be taken up after a Contract has been signed, all such issues should be highlighted before consummation of the Contract by the vendor/Contractor; and

h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

### **51. Termination:**

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

b)

(i) Termination of the contract due to breach of contract by the contractor

(ii) Termination of contract due to default,

(iii) Termination of the contract due to insolvency,

(iv) Termination of the contract for convenience.

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

## **52. Conflict of Interest**

(1) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NIOT/ Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the NIOT/Authority for, *interalia*, the time, cost and effort of the NIOT/Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the NIOT / Authority here under or otherwise.

(2) The NIOT/Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NIOT/Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NIOT / Authority

3)An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member the "Member") or Associate (or any constituent thereof)and any other Applicant, its consortium member or Associate(or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent)of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any owner ship by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause13.1(c)

(i), in direct shareholding held through one or more intermediate persons shall be computed as follows:(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person")shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa)above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on apportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (bb) if the shareholding of such person in the intermediary is lessthan26%(twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) A constituent of such Applicant is also a constituent of another Applicant; or

(iii) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

- (iv) Such Applicant as the same legal representative for purposes of this Application as any other Applicant; or
- (v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (vi) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NIOT/ Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) A firm which has been engaged by the NIOT/Authority to provide goods or works or Services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

### **53. Clarifications**

Applicants requiring any clarification on the RFP may send their query by email to [hvt@niot.res.in](mailto:hvt@niot.res.in) before the tender closing date. The Authority will post the reply to all such queries on the GeM Portal and NIOT Website. All bidders shall visit official GEM portal before uploading of their bid to take note of the changes / corrigendum issued.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

### **54. Indemnities**

The supplier 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 Supplier
- 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 supplier
- iv. Any negligence or wilful misconduct of supplier, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the supplier
- vi. Any breach of an agreement or understanding between supplier 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 supplier to NIOT, its personnel or property
- ix. Any loss or damage caused by the su 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 supplier is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi. Any obligation of the supplier performed by NIOT under this Agreement or under any Legislation.

### **55. Preference to Make in India**

As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce, Class-I and Class-II Local suppliers are eligible to bid (as specified in Clause- 1.30.3

**Make in India-Price Preference-MSME** Price preference to Local suppliers as per Make in India procurement policy of Govt of India shall refer the order DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt. of India)

I. Definitions of terms applicable to Make in India procurement policy of Govt of India:-

- a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.
- c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
- d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%. Non Local supplier is not eligible to participate in GeM tender.
- e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

### **II. Purchase preference:**

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) or reference order and which are not divisible in nature, and in procurement of services where the bid is evaluated

on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.

(ii) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

(iii) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

(iv) Only Class-II Local suppliers are not eligible to get price preference in any procurement undertaken by procuring entities.

### **III. Minimum local content:**

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

### **IV. Verification of Local content:**

a. The 'Class-I local supplier'! 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'! 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'! 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

### **V. Manufacture under license/ technology collaboration agreements with phased indigenization:**

While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of

technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

#### **VI. Classification of MSE'S:**

(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

(iv) 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.

#### **VII. Price Preference to MSEs:**

a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the contract will be awarded to L1.

b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.

c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.

d) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.

e) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

f) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

g) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.

h) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

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

S. No	Particulars	Yes	No	Page Ref
1	Whether EMD for <b>Rs.56,640/-</b> scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the GeM portal along with the other documents.			
3	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the ORDER acceptance within 15 days from the date of receipt of the ORDER?			
5	Whether submission of 5% of the order value as Performance Security is acceptable?			
6	Whether submission of 10% of the item value as Performance Bank Guarantee is acceptable?			
7	Whether quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender are complied with?			
9	Whether FOR NIOT Chennai is complied with?			
10	Whether the tender is fully complying with tender specification/ Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
11	Whether price is quoted as per price bid and quoted price is realistic?			
12	Whether liquidated damage as specified in the NIT accepted unconditionally?			
13	Whether the delivery period is acceptable as per the tender.			
14	Whether the warranty period (minimum 12 months) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
16	Whether the transportation cost is included?			
18	In case of Dual Bid whether unpriced/blank commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			
19	Whether list of deliverables attached and comply as per tender?			
21	Whether all the annexure I to IX is duly signed & sealed attached?			

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

Sl.No	Description	Specification	Vendor Compliance (Yes/No)
1.	Depth of Operation	Minimum 200 m	
2.	Operating temperature	-5 °C to +40 °C	
3.	Operating life of the system	Minimum 24 months for recovery system	
4.	Weight of the recovery system	Not more than 25 kg in water	
5.	Weight of Recovery - seabed anchor/underwater system	Maximum 500 kg in water	
6.	Top plate -Material	Heavy acetal	
7.	Top plate-connecting fasteners	SS 316L	
8.	Canister Material	SS 316L/Other non-Corrosive material	
9.	Canister rope material	Dyneema	
10.	Canister rope size	Minimum 4 mm diameter and 400m length@ breaking strength of minimum 1200kg	
11.	Acoustic receiver frequency	69/180 kHz	
12.	Battery life	Minimum 24 months for acoustic receiver	
13.	Software	PC based	
14.	Communication	Through air- USB or blue tooth wireless communication Through water- Acoustic communication	
15.	Surface transponder with deck unit	<ul style="list-style-type: none"> <li>• Compatible transponder with a cable length of 25 m for the acoustic receiver</li> <li>• Deck unit:</li> <li>• Display type - 4x20Character LCD,</li> <li>• Battery life-Minimum 6 hours</li> <li>• Weight: Maximum 7kg</li> <li>• Accessories: Splash resistant case and power adopter for the deck unit</li> </ul>	
16.	Supplier selection criteria	Previous experience in the supply of recovery system to ocean research institutes/industries is required and necessary	

		documents for the above should be provided including the performance record of the system and the documents	
17.	Accessories	Spare Floats of 11" with thermoplastic material and minimum buoyancy of 7kg and locking arrangement for pop-up units, Flasher beacon for providing visual aid to assist recovery of floats	
18.	Documents	Manuals and Test certificates of the receiver/transponder of the recovery system should be provided	
19.	Training and supports	Training at NIOT and videos for the operating of the system and rewinding of the wire rope after recovery and post supply service of at least one year for electro acoustical communication issues should be provided	
20.	Quantity	1Set	
21.	Delivery	8-12 Weeks @NIOT Chennai	
22.	Warranty	One Year	

**Section III Price bid format sheet**

<b>S. No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Recovery system for seabed anchor / seabed mounted system	1	SET		
<b>Total amount for F O R, NIOT Chennai (Including GST)</b>					
(Amount in words.  _____ )					

**Note: The basic price should be inclusive of all including GST.**

## Section IV SCOPE OF SUPPLY

The objective of the recovery system is to recover the underwater deadweight anchor/seabed mounted system. The recovery system needs to be connected with dead weight anchor/sea bed mounted instrumentation system. The system shall consist of subsea pop up unit and sea surface transponder and deck unit. The system should be designed in such a way that the pop unit/floats needs to be popped-up to the surface along with heaving rope from the bottom unit when its operated at the sea surface using surface transponder. The recovery of the deadweight anchor may be carried out from using the heaving/lifting rope.

### Quantity Required:

<b>S. No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>
1.	Recovery system for seabed anchor / seabed mounted system	1	Set



**Annexure I**  
**Technical Specification**

<b>Sl.No</b>	<b>Description</b>	<b>Specification</b>
1.	Depth of Operation	Minimum 200 m
2.	Operating temperature	-5 °C to +40 °C
3.	Operating life of the system	Minimum 24 months for recovery system
4.	Weight of the recovery system	Not more than 25 kg in water
5.	Weight of Recovery - seabed anchor/underwater system	Maximum 500 kg in water
6.	Top plate -Material	Heavy acetal
7.	Top plate-connecting fasteners	SS 316L
8.	Canister Material	SS 316L/other Non-Corrosive Material
9.	Canister rope material	Dyneema
10.	Canister rope size	Minimum 4 mm diameter and 400m length @ breaking strength of minimum 1200kg
11.	Acoustic receiver frequency	69/180 kHz
12.	Battery life	Minimum 24 months for acoustic receiver
13.	Software	PC based
14.	Communication	Through air- USB or blue tooth wireless communication Through water- Acoustic communication
15.	Surface transponder with deck unit	<ul style="list-style-type: none"> <li>• Compatible transponder with a cable length of 25 m for the acoustic receiver</li> <li>• Deck unit:</li> <li>• Display type -4x20Character LCD,</li> <li>• Battery life-Minimum 6 hours</li> <li>• Weight: Maximum 7kg</li> <li>• Accessories: Splash resistant case and power adopter for the deck unit</li> </ul>
16.	Supplier selection criteria	Previous experience in the supply of recovery system to ocean research institutes/industries is required and necessary documents for the above should be provided including the performance record of the system and the documents

17.	Accessories	Spare Floats of 11” with thermoplastic material and minimum buoyancy of 7kg and locking arrangement for pop-up units, Flasher beacon for providing visual aid to assist recovery of floats
18.	Documents	Manuals and Test certificates of the receiver/transponder of the recovery system should be provided
19.	Training and supports	Training at NIOT and videos for the operating of the system and rewinding of the wire rope after recovery and post supply service of at least one year for electro acoustical communication issues should be provided
20.	Quantity	1Set
21.	Delivery	8-12 Weeks @NIOT Chennai
22.	Warranty	One Year

**Annexure - II**  
**Format for declaration by the Bidder for Code of Integrity & conflict of**  
**interest**  
**(On the Letter Head of the Bidder)**

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

To,

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

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under the Clause number 43 (a) of NIT of your Tender document and have no conflict of interest.

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

- a.
- b.
- c.

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

## **ANNEXURE – III**

### **MANUFACTURERS' AUTHORIZATION FORM**

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.

This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No. : [insert number from Invitation For Bids]

To : [insert complete name and address of Purchaser]

#### **WHEREAS**

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 37 of the NIT, General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

\*(Not required in case the bidder itself is the manufacturer)

**ANNEXURE-IV**

**PERFORMANCE STATEMENT FORM**

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Name of the Firm \_\_\_\_\_

Order Placed by (full address of Purchaser)

Order Number and date:

Description and Quantity of Ordered:

Equipment Value of Order:

Date of Completion of deliver as Per Contract:

Date of actual Completion of Delivery:

Remarks Indicating reasons for late delivery, if any:

Has the Equipment Been installed/ Working Satisfactory (Attach a Certificate from The purchaser / Consignee)

Name of Contact Person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder .....

Place :

Date :

**Annexure - V**  
**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:

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (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)

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

## ANNEXURE-VI

### Certificate of Local Content (To be enclosed along with Technical Bid)

Tender No. \_\_\_\_\_

We M/s. \_\_\_\_\_ (Name of Bidder) hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. \_\_\_\_\_ dated \_\_\_\_\_ as specified below:

- Class-I Local Supplier with local content of 50% and above
- OR
- Class-II Local Supplier with local content of 20% and above but less than 50%

(Tick appropriate category of Local Supplier)

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**ANNEXURE-VII**  
**Certificate of Price break up of Local Content**  
**(To be enclosed along with Price Bid)**

Tender No. \_\_\_\_\_

We M/s. \_\_\_\_\_ (Name of Bidder) hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. \_\_\_\_\_ dated \_\_\_\_\_ as specified below:

- Class-I Local Supplier with local content of 50% and above

OR

  - Class-II Local Supplier with local content of 20% and above but less than 50%
- (Tick appropriate category of Local Supplier)

Minimum Local content is \_\_\_\_\_ % as per Price break up given below:

Component of cost Imported product Domestic value addition to product In Foreign Currency US\$ or specify In Rupees

Exchange Rate @ 1 US\$ = Rs In Rupees Location of value addition Goods

i Material

ii Equipment

iii Total Quoted Price =

(X + Y)

X =

Y =

% Local Content =  $(\frac{Y}{X+Y}) \times 100$

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition. These costs should not be included in Y above.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]



## **ANNEXURE-VIII**

### **Self-Certification**

With reference to Clause No. 1.1.3 of this tender and GoI Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" & OM No. F. No. 18/37/2020-PPD dated 8th February, 2021;

It is certified that

We are not a bidder of a country which shares a land border with India. OR

We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.

Tick as applicable

Place:

Date:

Authorised Signatory

Name:

Company Seal

**ANNEXURE IX**

**Self-Certification under preference to Make in India order Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Ministry of Commerce and Industry and subsequent amendment of the order dt 16<sup>th</sup> September 2020 we hereby certify that we M/s. .... are local supplier meeting the requirement of minimum local content (i.e. amount of value addition) .....% as defined in above orders for the item/s against Enquiry/Tender No ..... Details of location at which local value addition is made for the item/s are 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 Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of vendor with stamp