



NATIONAL INSTITUTE OF  
OCEAN TECHNOLOGY

## NOTICE INVITING TENDER (NIT)



Form No. NIOT/S&P/NIT

Tender No	
Issued To	
Tender Mode	Limited / Public
Tender Issue date	
Pre bid Meeting date and Time	
Tender Closing Date and Time	
Tender Opening Date and Time	
Bidding Type	SINGLE BID / DUAL BID (One cover / Two covers)
EMD Amount INR equivalent	□
Send your queries to the email IDs	Upto Tender finalisations _____@niot.res.in <a href="mailto:tenders@niot.res.in">tenders@niot.res.in</a> / <a href="mailto:mohan@niot.res.in">mohan@niot.res.in</a>
	For local delivery & payments <a href="mailto:followup@niot.res.in">followup@niot.res.in</a> / <a href="mailto:mohan@niot.res.in">mohan@niot.res.in</a>
	For import delivery & payment <a href="mailto:imports@niot.res.in">imports@niot.res.in</a> / <a href="mailto:mohan@niot.res.in">mohan@niot.res.in</a>

**NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**  
**VELACHERY TAMBARAM MAIN ROAD,**  
**NARAYANAPURAM, CHENNAI 600 100**  
**NIOT Website: <http://www.niot.res.in/tenders>**

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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**

Sealed tenders are invited on behalf of the National institute of ocean Technology for the supply of / execute \_\_\_\_\_

\_\_\_\_\_ at NIOT, Chennai as per the specification and scope of work enclosed at Annexure – 1

The sealed Quotation / offer may be sent through Post / courier and it should reach on or before the due date and time mentioned in the cover page of the Notice Inviting Tender (NIT).

**1. Receipt of offers:** The offer must reach this office not later than on the due date and Time notified in the cover page for receiving the tender. Offers sent by hand delivery should be dropped in the Tender Box at this office within the closing time specified in the tender cover page. All outstation tenders, if sent by post, should be sent under registered post / courier. Bulk tenders which could not be dropped in the Tender Box shall be handed over to the authorised official at Stores and Purchase section under acknowledgement.

### **2. Submission of bids**

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

- c) **In case of Single bid / One Part bid (One cover system),** Bidders are advised to submit their quotation in single part containing Technical, Commercial and price bid together in a single Cover duly superscribed with the Tender No, Tender date and Tender due date and Time .
- d) **In case of Dual Bid / Two parts bid (Two covers system):** Bidders are advised to submit their quotation in two Parts, Part-1 should contain Techno-Commercial Bid and duly signed blank price bid and EMD if any, Part-2 should contain only the price bid. The technical bid and the price bid should be sealed in separate covers duly superscribed with the Tender No, Tender date and Tender due date and Time and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with the Tender No, Tender date and Tender due date and Time. Vendors are advised to fill in Tender no. and Closing date carefully

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

**4. Terms and conditions indicated in the NIT** shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated at Annexure – 1 wherever difference arises.

### **INSTRUCTION TO BIDDERS:**

**5. 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.

**6. 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.

**7. 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.

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

**9. Pre-Qualification.**

**I Commercial**

- a) Submission of EMD / bid security as per the NIT.
- b) Submission of Audited turnover statement as requested in the SCC.
- c) Submission of Sales Tax / VAT / Service Tax Registration Certificates as applicable.
- d) Submission of ISO Certificate if applicable.
- e) Submission of Latest income tax return as per SCC.

**II Technical**

- a) Documentary evidence for the technical capability for execution of the work.
- b) The copy of the experience certificate of similar work for the period requested in SCC.

**10. 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.

**11. Goods** shall not be supplied without an Official supply order.

**12. Order Acceptance:** The successful bidder should submit order acceptance within 7 days from the date of order, failing which it shall be presumed that the vendor is not interested and his bid security / EMD shall be forfeited.

**13. Signing of Contract:**

For order value more than 10 lakhs initially a Letter of Intent will be sent from NIOT. Within one week, the contractor should submit his acceptance to the LOI, the deliverables as sought in the LOI and power of attorney for the official who will be authorized to sign the contract with NIOT. Upon receipt of these a contract to be signed between NIOT and the successful bidder. The model contract document is attached with this NIT.

**14. 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.

**15. 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**

**16. Deadline for Submission of Bids**

Bids must be received by NIOT at the address specified in the Invitation for Bids cover page.

**17. 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.

**18. 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.

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

**20. Loss of Tender:** NIOT will not be responsible for the loss of the tender or for delay in postal transit or due to wrong superscribing / non superscribing of the tender No on the cover.

**21. 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

**22. 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.

**23. Unsealed Tenders:** Unsealed Tenders / Telex / Telegraphic / Tele fax offers will not be considered in case of Limited Tenders and Public Tenders.

**24. Superscribed Tender No & date:** The quotation duly sealed and super scribed on the envelope with the Tender reference No. And due date, should be addressed to the undersigned so as to reach him on or before the due date stipulated in this document. Also it may be noted that it is the sole responsibility of the tenderer to ensure submission of the tenders within the time limit in the tender box of NIOT. NIOT is not responsible for any postal delays or other factors contributing for delays. The tenders should be dropped only in the tender box kept at the entrance of the Main Building of NIOT campus with due acknowledgement from the receptionists.

**25. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of 90 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.

**26. 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.

**27. EMD / Bid security:** The EMD / Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. 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 Director, National Institute of Ocean Technology in INR or in equivalent foreign currency or a guarantee from a public sector bank or foreign bank acceptable to NIOT. The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT website

- a) By Demand Draft/Banker's Cheque drawn in favour of "Director, NIOT, payable at Chennai (or)
- b) Bank Guarantee as per prescribed format issued by an Indian nationalized bank and valid for 45 days beyond the validity of the bid.

**28. Conditions for EMD / Bid Security**

EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or placement of order whichever is later.

EMD may be forfeited:

- a. If a bidder withdraws, modifies or provides 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 contractor shall be adjusted against performance security payable if submitted in DD / refunded if performance security is paid in full / performance security is submitted.

**29. Conditional offers** / quotations shall not be accepted.

**30. Imports:** Quotations covering imports should be in foreign currency for the item to be imported by us and in INR for the local supply / services. However to facilitate evaluation and comparison the bid prices indicated in various currencies will be converted in to INR at the Bank closing selling exchange rate established by Canara Bank on the date of price bid opening. Since the bidders are permitted to quote in any currency and also payment is made in the same currency, NIOT shall not compensate for any foreign exchange fluctuations. Indian bidders cannot quote in foreign currency.

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

**32. Late / Delayed / Post Tenders:** unsolicited Tender and Post Tender correspondences will

not be entertained and may entail in rejection of tender. Tenders submitted in a cover without super scribing Tenders No. / Due date / Opening Date is liable for rejection.

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

**34. 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.

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

**36. 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.

**37. 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.

**38. 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.

**39. 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.

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

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

**42. 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**

##### **43. Currency of bids:**

**a) Local firms inside Chennai:** Quotations should be for free delivery to this Institute. If quotations are for Ex Godown, delivery charges should be indicated Separately by a firm value. The term 'Extra' to be avoided.

**b) Firms outside Chennai:** Quotations should be for, F.O.R, NIOT, Chennai. If F.O.R. consignment freight charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight charges must be indicated separately. Goods should be supplied carriage paid and insured for Contractor godown to consignee warehouse Chennai.

**c) Firms outside India:** Quotations should be DAP NIOT, Chennai. (For other conditions please refer Additional Terms & Conditions for Import)

**44. 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.

**45. 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.



**46. 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 calendar week of delay. 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.

**47. 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.

**48. 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.

**49. 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."

**50. 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.

**51. 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.

**52. 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;
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) 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
- (e) 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.

**53. 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.

**54. 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.

**55. Service contracts / order:**

I **AMC:** a) Payment will be made at the end of quarterly / half yearly / annual.

b) Deliverables: Service reports certified by NIOT authorized officials.

II **Repair works:** a) Payment will be made after completion of entire work.

b) Deliverable: Certificate on good working condition of the item / Certificate of work completion by NIOT authorized official.

III **Manpower contract:**

a) Payment will be made monthly or after completion of entire scope.

b) Deliverables: Attendance sheet duly signed by the manpower deployed and duly certified by NIOT authorized official or sign on / sign off particulars, Pay Acquaintance roll copy, Over time details etc

IV **Hiring contracts:** a) Payment will be made monthly / at the end of complete hire.

b) Deliverables: Hiring vehicle details and period of hire particulars duly certified by NIOT authorized officials, trip sheet and log sheet.

**56. 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.

**57. 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.

**58. DGS&D RC**



If the item is under DGS & D Rate Contract, it may be indicted whether the supply can be made directly to us at the Rate contract price. If so, please send copy of the RC. (Please note that we are not Direct Demanding Officer's).

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

**60. 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 Transshipments by sea / air / road / rail)
- d) 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.
- e) Charges for all testing
- f) Cost towards third party inspection at various stages as set forth in the contract.
- g) Cost of Installation, testing, commissioning and handing over of goods, at NIOT's site as set-forth in the contract.
- e) Cost of Training of NIOT officials as set forth in the contract.
- f) 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.

**61. Taxes and duties:**

**I Payable only for the Indian bidder:**

- e) **Sales Tax etc.:** We cannot issue "C" or "D" form. The percentage of Sales Tax / VAT, surcharge, if applicable, and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no subsequent claim on this account will be admitted at any stage and on any ground whatsoever.
- f) **VAT Registration:** You may submit a copy of VAT Registration certificate along with your quotation (if applicable) for claiming the above.
- g) **Service Tax:** Wherever Service tax is applicable, it should be mentioned clearly. You may indicate percentage of Service Tax in your quotation. Also the bidder should be registered with the Service Tax department and carry a valid PAN number.
- h) **Excise Duty:** As per Notification No.10/97-CE (Central Excise) dated 1-3-1997, NIOT is entitled for availing Excise Duty exemption. Excise Duty Exemption Certificate, wherever applicable, and as per rules will be issued upon receipt of order acknowledgement and specific request indicating the factory address.

**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) Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders:** Deductible for all the services rendered for India as per avoidance of double taxation treaty between your Country and Govt. of India.. Without Permanent Account Number (PAN), tax deduction at source will be @20.6% and with PAN, tax deduct at source will be 10.3% as per IT Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted. Also shall attract reverse service tax as per Govt. of India Service Tax Rules/Act.

**62. Performance Security:** If the contract 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 issue of LOI / Work Order. The performance security shall be in one of the following forms:

1. By Demand Draft/Banker's Cheque drawn in favour of "Director, NIOT, payable at Chennai (or)
2. Bank Guarantee as per prescribed format issued by a nationalized bank and valid for 60 days beyond the scheduled delivery / completion period as per 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 submitted.

**63. Performance Bank Guarantee:** If the contract value exceeds Rupees 25 lakhs or as stipulated in the SCC, a performance bank guarantee for 5% of the value of supply should be provided and it should be valid throughout the warranty period. Performance Bank Guarantee should be from any Nationalised bank in India or their branches outside India. In case the performance bank guarantee is not provided, 95% payment only would be released and balance after warranty period. Vendors should clearly mention their acceptance to this effect in their quote.

**64. HIGH SEA SALE:** Normally the High Sea Sale mode of tender is not preferred by NIOT. In case any Indian vendor would like to quote for an imported product they can submit their offer in Indian Rupee as an Indian Associate by duly accounting for the proper concession customs duty as applicable for NIOT as a research and developmental organization. All liabilities shall be to vendor only. No request for additional expenses / documentation shall be entertained. Also no local levies are legally liable for High Sea Sale deliveries. In case of High Sea Sale order, a copy of the following documents to be submitted along with the supply for future service / re export of the items. a) Bill of Entry b) OEM Invoice

**65. Arbitration / Disputes** - All matters relating to disputes and difference of opinion shall be settled mutually as far as possible. Any disputes arising under this contract shall be settled in India in accordance with the provisions of International Centre for Alternate Dispute Resolution Rules (ICADR) 1996 or any amendments thereto, and through a sole arbitrator to be appointed by ICADR. If the dispute is not resolved in arbitration then the court within the boundary of Chennai, India will only have jurisdiction over any legal matters and / or disputes out of this Contract.

**66. 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**

**67. 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.

**68. Authorisation:** The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site.

**69. OEM & Agent:** In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product.

In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period.

#### **TERMS AND CONDITIONS (for imports)**

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

In case of procurement of critical equipment the Contractor should declare that the equipment does not have any capability to remotely observe or access. A third party certification from authorized agent should be submitted to that extent within the offered price.

**71. Documentary evidence:** Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be duly signed and 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.,

**72. The import quotation** should be in DAP, NIOT, Chennai (DAP should be by Air Freight for light weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per international standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsible of customs clearance, payment of customs duty and inland transportation to NIOT will be taken by NIOT. During evaluation the Customs duty applicable shall be loaded to arrive the landed cost at NIOT.

**73. Export License:** Foreign Contractors should ensure availability of export license at their end.

**74. Currency of the bid:** Currency once quoted will not be allowed to be changed.

**75. Price comparison:** The Bank closing selling exchange rate established by Canara Bank on the date of opening of price bid shall be applicable for the purpose of conversion of foreign currency for price comparison.

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

**77. Order Acknowledgement:** The order acknowledgement should be from the party on whom order is placed / Principals only within 7 days from the date of order. NIOT prefers dealing with all Contractors directly and avoid inter mediatory.

**78. Bank charges:** All bank charges outside India are to the beneficiary Account only.

**79. Dispatch of goods:** Please note that the dispatch of consignment should be made by Air/Sea freight and not through private courier service since this Institute is empowered to clear the consignments duty exemption from customs as R&D Institutions which will not be applicable for dispatches through private courier service. Any customs duty payable on account of mode of

dispatch other than those specified will be to contractors account and the same will be debited / Adjusted from the dues payable to contractor. For low volume / low weight cargo Govt. Postal services only to be utilized.

**80. Third Party Inspection:** In cases, where the value of the item exceeds INR 25,00,000, Third Party Inspection by SGS/Lloyds/TUV is mandatory. The survey shall be either at airport point of loading or at the factory before dispatch of cargo. Vendors are requested to mention the inspection charges explicitly in their quote.

**81. Payments:** As per standard terms payment for import will be made through Irrevocable Letter of Credit **AT SIGHT FOR 30 DAYS** to be opened through our Banker or Wire transfer after supply & Installation. Bank charges inside India to NIOT account and all Bank charges outside India to Contractor account only. **NO ADVANCE PAYMENT WILL BE CONSIDERED.**

**82. Shipment:** Generally Partshipment and Transshipment are not permitted. If required for the bidder reason to be indicated. All risk insurance should be taken, covering the entire shipment and upto installation and commissioning within the cost price. Also please indicate the Port of Shipment along with the country of origin of the Supply.

### Commercial Terms Compliance sheet

Sl. No	Particulars	Yes	No	offer Page Ref
1.	Whether you have applied and obtained password to download the tender document?			
2.	Whether every page of the tender document is signed for acceptance of tender and enclosed along with the offer?			
3.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
4.	Whether <b>EMD for Rs...../-</b> is enclosed along with the Technical bid Part A ?			
5.	Whether accepted to submit the order acceptance within 7 days from the date of order?			
6.	Whether submission of Performance Bank Guarantee is acceptable?			
7.	Whether submission of Performance Security is acceptable?			
8.	Whether Quote is valid for 90 days from the due date of tender or time specified in the tender document whichever is later?			
9.	Whether payment terms of the tender is complied with?			
10.	Whether price is DAP Chennai?			
11.	Whether the freight cost is included, if not included whether the freight cost is indicated separately?			
12.	Whether the authorization letter exclusively for this tender, from the original manufacturer is enclosed?			
13.	Whether submission of warranty certificate in the prescribed format is acceptable?			
14.	Whether the delivery period is clearly indicated, and is as per tender?			
15.	Whether the cost of installation / inspection / testing explicitly mentioned in the quote?			
16.	Whether Past track record of quality and service is enclosed?			
17.	In case of Dual Bid whether unpriced commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			
18.	Whether list of deliverables attached and comply as per tender?			
19.	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?			
20.	Whether Third Party Inspection charges for foreign items exceeding INR 25,00,000/- is indicated explicitly?			
21.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			