
 NATIONAL INSTITUTE OF OCEAN TECHNOLOGY	NOTICE INVITING TENDER (NIT)		
	Form No.	NIOT/S&P/NIT	

निविदा संख्या /Tender No	NIOT/S&P/TRV/65003/2026-27	
निविदा शीर्षक/ Tender Title	Procurement of Spares from OEM including Anticipatory Spares for Gear Boxes of Sagar Manjusha	
निविदा प्रणाली/Mode of Tender	CPP – Single Tender	
Important Note:	M/s. Aries Technical Sales & Service PVT LTD (ONLY THE SPECIFIED BIDDER IS ALLOWED TO BID. THE OTHER BIDS SHALL BE TECHNICALLY NOT ACCEPTED)	
Tender Issue date	11.05.2026	
Tender Closing Date and Time	25.05.2026 @11.00 AM	
Tender Opening Date and Time	25.05.2026 @11.30 AM	
ईएमडी जमा करना/ Earnest Money Deposit (EMD)	INR 2,35,400/- in the form of Demand Draft (DD) drawn in favour of 'NIOT-OTHER RECEIPTS ACCOUNT' (clause Ref 20 for details) or Bank Guarantee as per the available format. https://www.niot.res.in/tenders_index.php a) Scanned copy of the instrument of the EMD to be uploaded in CPP portal b) Original EMD should be submitted through courier/speed post or dropped in the tender box in person before the due date. The original EMD should reach NIOT well before the closing date and time of the tender.	
निविदा दस्तावेज उपलब्ध स्थान/ Tender documents available place	Tender documents can be freely downloaded from CPP Portal and NIOT website www.niot.res.in till closing date and time of the Tender.	
बोली लगानेका प्रकार और निविदा प्रस्तुत करना/ Bidding Type &Tender submission	Single Bid Tender comprising of Techno- commercial Bid and Price Bid should be submitted electronically through CPP portal https://eprocure.gov.in/eprocure/app	
ई-निविदा के लिए हेल्प मैनुअल/ Help manuals for e-Tender	Bidders may download the help documents Helpdesk number : 0120-4001 002, 0120-4001 005, 0120-4493395 e-mail: support-eproc(at)nic(dot)in For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority	
Send your queries to the email Id/ अपने प्रश्न ईमेल आईडी पर भेजें	Up to Tender finalisations/ टेंडर फाइनल होने तक	hvt@niot.res.in
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INTRODUCTION

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

Notice Inviting Tender (NIT)

National institute of Ocean Technology invites E-bids for “**Procurement of Spares from OEM including Anticipatory Spares for Gear Boxes of Sagar Manjusha**” as per Technical Specification attached in the special condition of the contract (SCC)

1. Submission of bids: Bidders are requested to submit their Bid/quotation in single part containing Technical proposal and price bid (BOQ) should be submitted electronically through CPP Portal <https://eprocure.gov.in/eprocure/app> .The responsibility to ensure timely submission of bid lies with the bidder. **Bids submitted through FAX or e-mail will not be considered.** Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. Bidders are advised to submit their quotation in single Part. **No manual tender is acceptable.**

2. This NIT shall form part of the LOI/Contract

INSTRUCTION TO BIDDERS:

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

4. 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

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

6. Acceptance of Purchase Order: The successful bidder should submit PO acceptance within 7 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.

7. 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.

9. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the order/contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performances till continues to be the same without any improvement, NIOT reserves right to BAN such Vendor permanently from participation in all the tenders of NIOT and organizations of MOES.

10. Goods: The item should be supplied only after receipt of the PO from NIOT.

11. Purchase Order/LOI: The successful bidder should accept the LOI within 15 days from the date of receipt of LOI, failing which it shall be presumed that the successful bidder is not interested, and the EMD submitted will be forfeited or action will be initiated as per the Bid securing Declaration .

12. Signing of the Contract: The contract to be signed in INR 500 non-judicial stamp paper within 15 days from the date of LOI acceptance. The contractor should submit power of Attorney and Board Resolution Copy for the official who will be authorized to sign the contract with NIOT. If the contract is signed by the Director of the firm, copy of the memorandum of Association (MOA) to be submitted.

BIDDING CONDITION

13. Deadline for Submission of Bids: Bids must be received by NIOT at the CPP portal specified in the invitation for Bids cover page on or before the due date/extended due date thereof.

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

15. In case of the unscheduled holiday in Chennai being declared on the prescribed closing / opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

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

17. 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.

18. 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.

19. 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 of the BG.

20. EMD / Bid security: The EMD/Bid security (**INR 2,35,400/-**) is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD / Bid Security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

The EMD/bid security may be accepted in the following form

- a) Account Payee Demand Draft (drawn in favour of "NIOT OTHER RECEIPT ACCOUNT", Chennai in INR or in equivalent foreign currency)
- b) Banker's Cheque or Bank Guarantee from any of the commercial banks (Bank Guarantee as per prescribed format available in the NIOT web site at the link https://www.niot.res.in/tenders_index.php)
- c) Insurance Security Bond. (or)
- d) Fixed Deposit Receipt. (or)
- e) Online payment in an acceptable form.

If the EMD (scanned copy of the EMD) is not submitted along with Techno-commercial (Part-I). The bid will be summarily rejected. The original EMD should be submitted (or) reach NIOT on or before closing date the time of the tender.

21. 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 for provided unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or
- b. In case of a successful bidder, fails to furnish order acceptance within 7 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 submitted.

22. Bid Validity: Bids shall remain valid and open for acceptance for a **minimum period of 90 days** from the date of opening of Un-priced Techno-commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/ requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

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

24. Conditional offers: Conditional offer will not be accepted.

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

26. 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.

27. 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.

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

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

30. 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.

31. 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 and only in case if there is an absolute necessity to revise the technical specifications after opening of bid.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

32. Place of Quotation:

Local firms inside Chennai: Quotations should indicate the cost with free delivery upto NIOT. If quote is for Ex-Godown rate delivery charges should be indicated separately and explicitly. The word Extra" shall be avoided.

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

33. 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 Trans shipments 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.

34. Discounts: Bidders are advised not to indicate separate discounts. Discounts, if any, should be duly considered and net rate should be quoted in the BOQ/Price Bid.

35. GST : GST will be paid as per HSN code as applicable.

Deductibles:

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

b) GST-TDS:

GST-TDS is deductible on supply of goods or Service in respect of Intra – State supplies at the rate of 2% (CGST @1% and SGST @ 1%) and also in case of Inter-State supplies @ the rate of 2% from the payment made or credited to the supplier of taxable Service.

36. Guaranteed time of delivery: NO PART SHIPMENT IS ALLOWED. All the items should be delivered within 10 weeks from the date of signing of the contract.

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

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

if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice where the delivery of stores or any instalment thereof is accepted after expiry of the original delivery period, the CA may recover from the contractor as agreed, the LD a sum equivalent to 0.5 (half) percent of the price of any portion of stores delivered late, for each week or part thereof delay. The total damages shall not exceed 10 (ten) percent of the value of delayed goods.

39. Insurance: The Goods supplied under the Purchase Order/Contract 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 Purchase Order/Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the contractor/supplier.

40. (a) 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. The product supplied should be free from manufacturing defects and a minimum period of one-year (**12 months**) warranty from the date of delivery.

The warranty certificate should be furnished in the prescribed format available in the NIOT web site at the link https://www.niot.res.in/tenders_index.php in your letterhead. If

the Vendors standard warranty is more than **12 months** the same shall be extended to NIOT. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

(b) Defect Liability: 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.

41. Performance Security: The successful bidders should deposit **5%** of the Purchase order /LOI value as Performance Security within **two weeks** from the date of issue of purchase order. The Performance security may be accepted in the following form

- (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 Contract by the purchase order in terms of the purchase order. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the purchase order and forfeit the EMD /Bid security.

Bank Guarantee shall be as per prescribed format issued by a National /Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order. This format can be downloaded from the link https://www.niot.res.in/tenders_index.php

42. Payment: NO ADVANCE PAYMENT WILL BE MADE.

90% payment of Items plus 100% of GST will be made after receipt and acceptance within 30 days from the date of receipt of bill / acceptance of goods along with the required documents. Balance 10% payment will be retained towards warranty period released only after completion of warranty period that is 1 year from the date of receipt and acceptance of Items at NIOT.

43. Performance Guarantee/ Warranty Bank Guarantee: As per the MoFS guidelines 10% of the order value to be retained towards warranty to ensure the performance of the license to avoid any malfunctioning and not working ,to rectify/resolve the same during the warranty period. If performance bank guarantee for 10% of the order value is submitted and valid till completion of the warranty period and acceptance then 100% payment will be released. The warranty Bank Guarantee will be discharged after completion of the standard warranty period.

44. Arbitration/Disputes:

All disputes relating to the contract, including adjudication, mediation and arbitration, shall be governed by the provisions contained in Chapter 10 (Disputes and Conflicts) of the Manual for Procurement of Consultancy & Other Services, 2025/ Chapter 9 (Disputes and Conflicts) of the Manual for Procurement of Goods, 2025 issued by the Department of Expenditure, Ministry of Finance, as amended from time to time, and by the subsequent guidelines on arbitration and mediation in domestic public procurement contracts issued by the Department of Expenditure. Arbitration will be restricted to Disputes with a value less than INR 10 crores. This is inclusive of both claims and counterclaims. Arbitration will not be a method of dispute resolution in all other cases.

45. Termination of Contract:

In case the Contractor undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the NIOT's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

1) Default in Performance and Obligations: if the Contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the NIOT. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-satisfactory by the NIOT in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract.

2) Insolvency: If the Contractor being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the

administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

3) Liquidation: if the Contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Contractor, giving two weeks' notice, reserving the right to invoke contractual remedies.

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the NIOT, if so decided, shall

1) take one; or more of the following contractual remedies.

a) Recover liquidated damages and invoke a denial clause for delays.

b) In the case of JV/C, NIOT may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the NIOT.

c) Temporarily withhold payments due to the Contractor till recoveries due to invocation of other contractual remedies are complete.

d) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).

e) Encash and/ or Forfeit performance or other contractual securities.

f) Prefer claims against the insurance, if any.

g) Terminate the Contract for default, fully or partially, including its right for Risk and-Cost Procurement.

h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.

2) By written Notice of Termination for Default sent to the Contractor, terminate the contract in whole or in part, without compensation to the Contractor. a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the NIOT after that. b) Unless otherwise instructed by the NIOT, the Contractor shall continue to perform the contract to the extent not terminated. c) All Defect Liability obligations, if any, shall survive despite the termination.

4) Risk and Cost Procurement: In addition to termination for default, the NIOT shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Contractor. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Contractor shall be liable for any loss which the NIOT may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the NIOT. It shall not be necessary for the NIOT to notify the Contractor of such procurement. It shall, however, be at the discretion of the NIOT to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

5) Limitation of Liability Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the NIOT, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the NIOT concerning IPR infringement.

6) Notice for Determination of Contract

The NIOT reserves the right to terminate the contract, in whole or in part, for its (the NIOT's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Contractor at any time during the currency of the contract.

The notice shall specify that the termination is for the NIOT's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the contract is terminated, and the date from which such termination shall become effective.

Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

Unless otherwise instructed by the NIOT, the Contractor shall continue to perform the contract to the extent not terminated.

All Defect Liability obligations, if any, shall survive despite the termination.

The Services and incidental goods/ works that can be delivered or performed within thirty days after the Contractor's receipt of the notice of termination shall be accepted by the NIOT as per the contract terms.

For the remaining Services and incidental goods/ works, the NIOT may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
- b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Contractor by paying an agreed amount for the cost Procurement of Services incurred by the Contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

7) Frustration of Contract

1. Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification.

2. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.

3. However, the following shall not be considered as such a supervening cause Lack of commercial feasibility or viability or profitability or availability of funds b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

8) Closure of Contract

Unless terminated earlier under clauses mentioned above, this Contract shall expire:

1. At the end of such a period after the Effective Date as specified in the Contract.
2. Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment termination and settlements after that, if any, as per clause mentioned above.

46. 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.

47. INDEMNITIES: The Work Order hereby agrees to indemnify and hold harmless NIOT and its Director, officers and employees, from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:

- i. breach of this Agreement by the Work Order
- ii. Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii. Violation or contravention of any Legislation on the part of the Work Order
- iv. Any negligence or wilful misconduct of Work Order, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the Work Order
- vi. Any breach of an agreement or misunderstanding between Work Order and any and all Third Parties due to which a liability arises on NIOT.
- vii. Any claim that any representations or warranties contained herein are not true or Any breach thereof
- viii. Any loss or damage caused by the Work Order to NIOT, its personnel or property

- ix. Any loss or damage caused by the Work Order to any and all Third Parties for which a claim against NIOT has arisen
- x. Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Work Order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder xi. Any obligation of the Work Order performed by NIOT under this Agreement or under any Legislation.

48. 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.

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

Sl. No	Particulars	Yes	No	Ref Page No
1	Whether EMD for INR 2,35,400/- scanned copy and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded on the CPP 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 PO acceptance within 7 days from the date of receipt of the purchase order?			
5	Whether submission of 5% of the PO value as Performance Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable?			
7	Whether quote is valid for 90 days from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender is complied with?			
9	Whether INCOTERM DAP 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 item-wise 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.			

Section II - Technical Compliance sheet (To be filled by bidder)

Sl.No	Part No	Description	Units	Qty	Yes/No
1	N408011500	SEAL, OIL	No's	2	
2	N048115038	RING-O	No's	2	
3	N048030029	RING-O	No's	2	
4	1-57328-N	SEAL RACE	No's	2	
5	N460150028	SHIM	No's	2	
6	N530228000	BEARING, TAPER ROLLER	No's	2	
7	1-77499-A	BEARING, THRUST	No's	2	
8	N570224H06	BEARING, ROLLER	No's	2	
9	N408010701	SEAL, OIL	No's	2	
10	3-37208-C	FILTER AS.	No's	2	
11	N532313000	BEARING, TAPER ROLLER	No's	4	
12	N532317000	BEARING, TAPER ROLLER	No's	2	
13	N532314000	BEARING, TAPER ROLLER	No's	2	
14	MGN90BLSG	SEAL & GASKET KIT	No's	2	
15	N421019000	RING, SNAP	No's	4	
16	N059012000	RING, SNAP	No's	2	
17	N421021600	RING, SNAP	No's	2	
18	88B023987A	COUPLING	No's	2	
19	3-38932	PLATE, BACK	No's	2	
20	1-8735-D	RING, SQUARE	No's	2	

21	1-8735-AT	RING, SQUARE	No's	2	
22	5-43327-D	PLATE, FIBER	No's	36	
23	5-43327-E	PLATE, FIBER	No's	8	
24	5-43328	PLATE, STEEL	No's	40	
25	1-75335-A	METAL, THRUST	No's	2	
26	1-77045	METAL, THRUST	No's	2	

Section IV: Priced Bid format

SR.NO	PART NO.	DESCRIPTION	QTY	Unit Rate (INR)	Amount (INR)
1	N408011500	SEAL, OIL	2		
2	N048115038	RING-O	2		
3	N048030029	RING-O	2		
4	1-57328-N	SEAL RACE	2		
5	N460150028	SHIM	2		
6	N530228000	BEARING, TAPER ROLLER	2		
7	1-77499-A	BEARING, THRUST	2		
8	N570224H06	BEARING, ROLLER	2		
9	N408010701	SEAL, OIL	2		
10	3-37208-C	FILTER AS.	2		
11	N532313000	BEARING, TAPER ROLLER	4		
12	N532317000	BEARING, TAPER ROLLER	2		
13	N532314000	BEARING, TAPER ROLLER	2		
14	MGN90BLSG	SEAL & GASKET KIT	2		
15	N421019000	RING, SNAP	4		
16	N059012000	RING, SNAP	2		
17	N421021600	RING, SNAP	2		
18	88B023987A	COUPLING	2		
19	3-38932	PLATE, BACK	2		
20	1-8735-D	RING, SQUARE	2		
21	1-8735-AT	RING, SQUARE	2		
22	5-43327-D	PLATE, FIBER	36		
23	5-43327-E	PLATE, FIBER	8		

24	5-43328	PLATE, STEEL	40		
25	1-75335-A	METAL, THRUST	2		
26	1-77045	METAL, THRUST	2		
27	GST as per HSN Code		LUMPSUM		
Total Value - DAP Chennai (INCOTERM 2020)					

Special Condition of the Contract (SCC)**1.0 INTRODUCTION:**

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

National institute of Ocean Technology invites E-bids for “**Procurement of Spares from OEM including Anticipatory Spares for Gear Boxes of Sagar Manjusha**” as per Technical Specification attached in the special condition of the contract (SCC)

2.0 TECHNICAL DETAILS OF SPARES FROM OEM INCLUDING ANTICIPATORY SPARES FOR GEAR BOXES OF SAGAR MANJUSHA:

Sl.No	Part No	Description	Units	Qty
1	N408011500	SEAL, OIL	No's	2
2	N048115038	RING-O	No's	2
3	N048030029	RING-O	No's	2
4	1-57328-N	SEAL RACE	No's	2
5	N460150028	SHIM	No's	2
6	N530228000	BEARING, TAPER ROLLER	No's	2
7	1-77499-A	BEARING, THRUST	No's	2
8	N570224H06	BEARING, ROLLER	No's	2
9	N408010701	SEAL, OIL	No's	2
10	3-37208-C	FILTER AS.	No's	2
11	N532313000	BEARING, TAPER ROLLER	No's	4
12	N532317000	BEARING, TAPER ROLLER	No's	2
13	N532314000	BEARING, TAPER ROLLER	No's	2

14	MGN90BLSG	SEAL & GASKET KIT	No's	2
15	N421019000	RING, SNAP	No's	4
16	N059012000	RING, SNAP	No's	2
17	N421021600	RING, SNAP	No's	2
18	88B023987A	COUPLING	No's	2
19	3-38932	PLATE, BACK	No's	2
20	1-8735-D	RING, SQUARE	No's	2
21	1-8735-AT	RING, SQUARE	No's	2
22	5-43327-D	PLATE, FIBER	No's	36
23	5-43327-E	PLATE, FIBER	No's	8
24	5-43328	PLATE, STEEL	No's	40
25	1-75335-A	METAL, THRUST	No's	2
26	1-77045	METAL, THRUST	No's	2

ANNEXURE-II

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 order 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 order, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

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 Order.

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Order, 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 Order:

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

**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 Para 1.3.0 of ITB 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- VI

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-VII

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-VIII
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 = $\left(\frac{X}{X+Y}\right) \times 100$

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- IX

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- X

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 16th 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