
	<b>NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</b>	<b>NOTICE INVITING TENDER (NIT)</b>		
		Form No.	NIOT/S&P/NIT	
<b>e- Tender Schedule</b>				
<b>ननविदासंख्या / Tender No.</b>		<b>NIOT/HVT/1424R/2026-27</b>		
<b>कोजारी/ Tender Title</b>		<b>Nutrient Sensor</b>		
<b>ननविदाप्रणाली/Tender Mode</b>		<b>CPP Portal (Open Tender- Dual Bid) -Global tender</b>		
<b>Tender Issue date</b>		<b>15.05.2026</b>		
<b>Tender Closing Date and Time</b>		<b>09.06.2026@11.00Hrs (IST)</b>		
<b>Tender Opening Date and Time</b>		<b>09.06.2026@11.30Hrs (IST)</b>		
<b>ईएमडीजमाकरना Submission of EMD</b>		<b>INR 1,50,000/-</b> a) Scanned copy of the EMD instrument to be uploaded in the CPP portal. b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender		
<b>निविदादस्तावेजउपलब्धस्थान Documents available place</b>		Tender documents can be freely downloaded from <a href="mailto:eprocure@nic.in">eprocure@nic.in</a> website <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.		
<b>बोलीकाप्रकारऔरनिविदाजमाकरना /Bidding Type &amp;Tender submission</b>		The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through CPP Portal <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed the bid is considered as invalid and summarily rejected		
<b>ई-टेंडरकेलिएसहायतामैनुअल /Help Manual for e-tender</b>		Bidders may download the help documents and Bidders manual kit from <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> For any technical queries related to operation of the Central Procurement Portal please mail to <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.		
<b>अपनेप्रश्नईमेलआईडीपरभेजे queries to the email ID</b>		<b>/Send your</b> <a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a> , <a href="mailto:vaidehi.niot@gov.in">vaidehi.niot@gov.in</a>		

राष्ट्रीयमहासागरप्रौद्योगिकीसंस्थान/ NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

वेलचरीताम्बरमनेरड / VELACHERY TAMBARAM MAIN ROAD

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

## **INTRODUCTION**

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

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

National institute of Ocean Technology, Chennai invites E-bids for "**Nutrient Sensor**" at NIOT Chennai as per details given below.

**1. Submission of bids:** Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid (BOQ) as Part-2 should be submitted electronically through CPP portal. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the NIT documents. 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 two Parts. **No manual tender is acceptable.**

**Part-1 should contain Techno-Commercial Bid** and duly signed blank price bid (without indicating the cost). All documents to be uploaded in the CPP portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, anywhere in the tender will be treated as invalid tender.** The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

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

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

This NIT/ all corrigendum shall form part of the LOI / Order.

**2.** Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of Order (SCC) as at Annexure wherever applicable.

### **3. Pre-qualification criteria for bidders**

1. The Bidder should be the OEM or OEM authorized supplier/dealer
- 2.The Bidder should have supplied similar sensor to India (Government/private institution/Universities) and the customer details shall be provided.
3. Track record/performance certificate shall be submitted.

## **INSTRUCTION TO BIDDERS**

I (i) Indigenous manufacturers and their authorized dealer and eligible are they will be considered as Local Supplier Class –I/II for price preferences as per GOI Notification vide **OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.**

(ii) In pursuant of the clarification vide GOI Notification vide OM bearing No. P-45021/102/2019-PP(BE-II) (E-29930)dated 26.11.2020issuedbyPublicProcurement.

Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that **bidders offering imported products will fall under the category of Non-Local Suppliers** and they can't claim themselves as Class-I local supplier/Class-II local supplier by claiming profit, warehousing, marketing, logistic, freight etc. as local value addition.

(iii) Since it is Global Tender Enquiry (GTE) thus non-supplier in terms of GOI Notification vide **OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India are also eligible for participation in the tender.**

(iv) **In pursuant of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered.**

II 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.

III Quotation/ Offer/ Bid should preferably be made directly from the manufacturers. Either the agent on behalf of the foreign principle or the foreign principal directly could bid in a tender, but not both. Further, in cases where agents participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer. Commissions and scope of services to/by the agents should be explicit and transparent in the bids/Orders.

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

**5. Contacting NIOT:** No correspondence / discussion / visits whatsoever will not be entertained on the subject unless specifically called by this office after opening the tender or clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However, if vendor requires any clarification on the bid, the query may be mailed to [hvt@niot.res.in](mailto:hvt@niot.res.in)

**6. Tender opening:** All the tenderers can participate in the e-tender opening with proper

authorization letter from the respective Company.

**7. Default in Performance:** If any Vendor is not successfully discharging their contractual obligations against the Order placed 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.

**8. Goods:** Goods should be supplied only on receipt of the purchase Order from NIOT.

**9. 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 Order shall not be allowed as a matter of right. The bidders are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the Order after such changes and in case, NIOT decides to proceed with the Order, it may require the bidder to execute further agreements with regard to execution/ implementation of the Order.

**10. One Bid per Bidder:** (i) A firm shall submit only one bid either individually or as a consortium / joint venture. A firm that submits either individually or, as a member of a consortium/joint venture, more than one bid will result in rejection of all the bids.  
(ii) The OEM can authorize their agent to submit the bid on their behalf. But both the OEM & their agent cannot bid for the tender.

### **BIDDING CONDITION**

**11. Deadline for Submission of Bids:** e-Bids must be submitted only at the CPP portal specified in the Invitation for Bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission in CPP Portal well ahead of closing date and time and avoid any last-minute submission.

**12. 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 and NIOT website. Hence bidders are requested to watch the website for such due date extension and corrigendum if any.

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

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

**15. 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.

**16. 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 supply of the item.

**17. Bid Validity**: Bids shall be valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial Bids. when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall agree to extend the bid validity by such a time taken by them in addition to above minimum bid validity. A Bid valid for shorter validity will be considered as a conditional bid and treated as invalid tender.

**18. 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 EMD BG validity.

**19. EMD / Bid security**: The bidder should upload the copy of the instrument of EMD /Bid security of **INR 1,50,000/-** in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks drawn in favor of the Director NIOT.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. After identifying the successful bidders, the EMD of the unsuccessful bidders shall be returned without interest after other than the MSME registered vendors. The EMD / Bid Security of the successful bidder will be returned after receipt of the performance security. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (CPP portal permits all the bidder to modify/ withdraw their bid before bid closing date/time).

**20. EMD may be forfeited:**

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

(b) In case of a successful bidder, fails to furnish order acceptance within 15days of the order and/or fails to furnish Performance Security.

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

**21. Conditional offers:** Conditional offers will not be accepted, and will not consider for evaluation.

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

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

**24. The compliance sheet** with reference to the specifications should be furnished against each parameter while submitting the bid/quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL& COMMERCIAL COMPLIANCE SHEETS and BOQ (Price bid) separately ALONG WITH THEIR BID.TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

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

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

**27. 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.

**28.Partial Delivery:** In general items/goods are to be delivered as per the delivery schedule in full quantity. In case if NIOT's request/ Bidder's convenience part supplies will be accepted only on issue of amendment to the order on the delivery schedule. Part supply without written order will not be accepted. However, payment will be effected as stipulated in Order.

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

**30. Modifications to Bids:** The Bidder shall not make any modifications to the bids after the closing date unless specifically requested for by NIOT. In case certain clarifications are sought by NIOT after opening of tenders, then the reply should be restricted to the clarification sought. Any bidder who modifies his bids (including a modification which has the effect of altering the value of his offer) after the closing date without any specific communication from NIOT shall make their tender as invalid and liable to be debarred from participation in future Tenders of NIOT as per rule.

### **TERMS AND CONDITIONS GOVERNING THE BIDDERS**

**31. Price:**

The price shall include but not limited to

- a) Costs of goods/ services covered in this Order.
- b) Taxes and duties
- c) Transportation and packing cost (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 bidder's warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation.
- e) Cost towards third party inspection as set forth in the Order for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Order strictly as per price bid format of tender.

**32. Taxes and duties:** The IGST will be applicable as per HSN code, for the quotes in INR

**a) Customs Duty:** As per Notification No.51/96-(Customs) dated 23.7.1996; read with amendment Notification No.42/2022-customs dated 13<sup>th</sup> July,2022 withdrawing IGST exemption applies to NIOT.NIOT is entitled for availing Concessional rate of Customs duty @24.49 %. Duty Exemption Certificate, wherever applicable, and as per rules will be issued upon receipt of order acceptance and specific request.

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

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

**34. 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 bidder shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Order delivery date as may be reasonable but without prejudice to other terms and conditions of the Order. Unless the extended delivery period is agreed by NIOT in writing, bidder 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. The performance security bank guarantee also to be extended by the bidder.

**35. Delay in completion / Liquidated Damage (LD):**

If the bidder fails to deliver the systems/ components within the time specified in the Order, NIOT shall recover liquidated damages @ 0.5% of the item value per week of delay and maximum 10% of the item value. Essential components is not delivered shall deemed the entire system is delegated and ensuring the clarified for ensuring the total compliance as per tender specification and ensuring completion of entire system obligation as per the delivery schedule.

**36. Performance Security:** The successful bidders should deposit 5% of the item value as Performance Security within 2 weeks from the date of issue of Purchase order. The copy of the performance security should be submitted along with the Purchase order acceptance and the original to be sent through courier. The performance security shall be in one of the following forms:

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

A/c. No: 2874101014431  
IFSC Code: CNRB0002874  
Bank Name: Canara Bank  
Branch Name: NIOT, Pallikaranai

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

Bank Guarantee shall be as per prescribed format as per NIOT and valid for 60 days beyond the scheduled delivery / completion period as per LOI / Order.

**37. Local Payment: NO ADVANCE PAYMENT WILL BE MADE.** 90% of the item value, 100% of Freight & Insurance, Packing and Forwarding & Third-party Inspection payment(if applicable) shall be made within 30 days after receipt and acceptance deliverables along with the certified invoice and all other required documents in original from the supplier. 10% of the total amount shall be retained for warranty and shall be paid after one year upon completion of warranty. If PBG is submitted 100% payment will be released.

**38. Performance/Warranty Bank Guarantee:** Performance/Warranty bank guarantee of 10% of the order value should be provided and it should be valid throughout the warranty period. Performance Bank Guarantee should be from any Nationalized/Commercial bank in India or their branches outside India. In case the performance bank guarantee is not provided, 90% payment will be released and balance 10% will be released after completion of the warranty period. If performance bank guarantee is submitted, then 100% will be released. Bidder should clearly mention their acceptance to this effect in their quote.

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

**40. Warranty:** The bidder warrants that the Goods supplied under this Order are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Order. The bidder further warrants that all Goods supplied under this Order shall have no defect arising from design, materials or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty should be minimum for the period for 12 months after acceptance of item. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the bidder letter head. If the Manufacturer standard warranty is more than **12 months** the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder 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 bidder, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which NIOT may have against the bidder under the Order. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

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

**42. Arbitrations:**

In the event of any dispute, difference, interpretation or application relating to this agreement arises; the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication

through arbitration by an arbitrator to be appointed by the Director, NIOT with mutual consent.

The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the Order. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

**43. Authorisation:** The bidder is qualified only if they are the OEM/dealer authorized by the OEM for the particular product or an Indian agent bidding on behalf of the OEM. For dealer/Indian agent, authorization letter from OEM is mandatory. In case of agent, the agency agreement should be provided along with the roles and responsibility. Indian Agent consideration shall be in conformance with Govt. of India directives. The Indian Agent shall quote on behalf of their OEM and Indian Agency Commission should be indicated in Percent(%) in the unpriced BOQ.

**44. 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 Order (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 conforming 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. NIOT will not provide any test procedures. All relevant required tests as mentioned in the technical specification to conduct within the quote price.

**45. 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 the NIT. If any such damage occurred, the goods shall be replaced within in the contract price immediately without waiting for the insurance claim, the cost of insurance shall be in the scope of the bidder.

**46. Agents/Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or

firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Order along with interest at the rate of 2% per annum above

(i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any Orders in vogue with the Government of India.

a).Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.

b).The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.

c).NIOT/MoES reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to interact with NIOT/MoES directly or engage another Agent. The decision of NIOT/MoES on rejection of the Agent shall be final and be effective immediately.

d).All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NIOT/MoES.

e).The Agent will not be engaged to manipulate or in any way to recommend to any Functionaries of the Govt. of India, whether officially or unofficially, the award of the Order to the Seller or to indulge in corrupt and unethical practices.

f).The Order with the Agent will not be a conditional Order wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Order.

g).On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the Order(s) and details of payment terms between the Seller and the Agent engaged by him.

h).If the equipment being offered by the Seller has been supplied /Contracted with any organization, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that vary price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the NIOT, if the Order has already been concluded OR The Seller confirms and declares in the Techno-Commercial bid that they

have engaged an agent, individual or firm, for promotion of their product.  
In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
- b) Agency Agreement between the Seller and the agent giving details of their Orderobligation
- c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
- d) The nature and scope of services to be rendered by the agent and
- e)Percentage of agency commission payable to the agent.

**Agency Commission Payment:** Indian Agency commission shall be paid as per prevalent guidelines of Govt. of India, which stipulates payment of agency commission generally after release of all other payments have been made to the OEM/ Principal in terms of the Order. The agency commission payable to the Indian agents shall be normally five percent but not more than the percentage specified in the agency agreement.

**47. Fundamental Principle of Public Buying:**

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or An India (or other) agent of such an entity; or
  - e. A natural person who is a citizen of such a country; or
  - f. A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.
- iv) The beneficial owner for the purpose of (iii) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements
  - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification
  - v). An agent is a person employed to do any act for another, or to represent another in dealings with third person
  - vi). The successful bidder shall not be allowed to sub-Order works to any bidder from a country which shares a land border with India unless such bidder is registered with the competent authority.

**48. ASSIGNMENT AND SUBCONTRACTING:** The bidder shall not assign the Order or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Order without a formal written request and approval by NIOT.

Also, the Order shall not assign the Order or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Order without a formal written request and approval by NIOT. Also, partnerships or third-party vendors during Tender should not be altered without a written approval.

#### **49. Eligible Bidders**

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

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

#### **50. Cost of Bidding**

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

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

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

##### **(i) Corrupt practice**

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

##### **(ii) Fraudulent practice**

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

**(iii) Collusive practice**

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

**(iv) Coercive practice**

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

**(v) Anticompetitive practice**

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

**(vi) Conflict of interest**

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

**(vii) Obstructive practice**

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information  
c) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Order in question.

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

e) Obligations for Proactive disclosures

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

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

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

f) Punitive Provisions

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

i) If his bids are under consideration in any procurement:

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-Order negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

ii) If a Order has already been awarded

- i. Cancellation of the relevant Order and recovery of compensation for loss incurred by the Purchaser;
- ii. Forfeiture or encashment of any other security or bond relating to the procurement;
- iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

g) Provisions in addition to above:

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

**51. Amendment to Bidding Documents**

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

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

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

b) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid; and
- c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications

or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

### **53. Confidentiality**

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of Order award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Order. However, decisions taken during process of tender evaluation shall be hosted on CPP portal.

b) Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or Order award decisions may result in the rejection of its Bid.

### **54. Contacting the Purchaser**

a) No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Order is awarded.

b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Order award may result in rejection of the Bidder's bid.

Post qualification

c) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Order satisfactorily, in accordance with the criteria listed in the SCC of the NIT.

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

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

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

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

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

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

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

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

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

a) Determination of the need for procurement;

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

c) Choice of selection procedure;

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

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

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

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

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

#### **56. Joint Venture, Consortium or Association**

a) If the Supplier is in a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Order and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### **b) Amalgamation/Acquisition etc:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the Order period, the Buyer/Successor of the Principal Company are liable for execution of the Order and also fulfilment of Contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

### **Terms and Conditions (Import)**

**57. 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.

**58. Documentary evidence:** Relevant literature pertaining to the items quoted such as specification sheet with drawings, handling and storage instructions (if any), routine maintenance instructions (if any), routine test instructions (if any) etc. has to be sent along with the quotation. Wherever the submission of documentary evidence (as proof of some parameter) is mentioned in the SCC, the same also has to be enclosed in the quotation.

**59. The import quotation** should be in CIP, **NIOT, Chennai**. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE, from reputed Insurance companies only for CIP value plus 10% or replacement value whichever is higher. Value of Cargo should be declared in the AWA / Bill of Lading for

carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per International standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsibility of customs clearance, payment of customs duty and inland transportation to NIOT will be done by NIOT. During evaluation of the price bid, Customs duty and clearance charges @25% shall be loaded to arrive the landed cost at NIOT.

#### **60. Import and Export Licenses**

**60.1** If the items are covered under restricted category of EXIM policy in India the bidder may intimate such information for obtaining necessary, license in India or Export licenses in the bidder country.

**60.2** If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the export license will be granted in normal course

#### **61. Currency of the bid:**

Currency once quoted will not be allowed to change.

#### **62. Price comparison:**

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

#### **63. 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.

#### **64. Bank charges:**

All Bank charges inside India to NIOT account and all Bank charges outside India to supplier account.

#### **65. 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 bidder account and the same will be debited / Adjusted from the dues payable to bidder. For low volume/low weight cargo, Govt. Postal services only to be utilized.

#### **66. Third Party Inspection:**

The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit. The Third-Party Inspection shall be

conducted by DNV/ SGS/Lloyds/TUV/ABS or any other IACS Agency. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third-party inspection agency) while furnishing the commercial invoice for supply. In the absence of separate invoice, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India.

b) The Third-Party Inspection is not mandatory for Indian bidders and for payment after supply and acceptance through Wire Transfer by foreign supplier and in INR to Indian Supplier/ Agent.

**67. Payment:**

**NO ADVANCE PAYMENT WILL BE MADE** As per standard terms 90% payment for import will be made through Irrevocable Letter of Credit/Wire transfer within 30days to be opened through our Banker after supply installation and commissioning and training at NIOT and acceptance of the item. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. Balance 10% will be released through wire transfer after completion of the warranty period. If PBG is submitted 100% payment will be released.

**68. Shipment:**

Generally, Part shipment and Transshipment are not permitted. If required for, the bidder has to indicate the reason. All risk insurance should be taken, covering the entire shipment up to supply and acceptance of the item within the quoted price. Please indicate the Port of Shipment along with the country of origin of the Supply.

**69. Demurrage:**

Demurrage Charges, if any, Payable on Account of Delay in Receipt of Advance Copies of Invoice / Shipment Documents will be debited to Your Account. In the absence of clear documentation, the cargo cannot be cleared and cargo will be kept uncleared and will lie at Bailee's premises at the risk and cost of bidder.

**70. Customs Clearance:**

1. All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx. \$ 75) per day shall be levied by Indian customs for the delay of first three days.
2. Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft
3. This has come into effect on 31.03.2017.
4. Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.
5. Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note this change and ensure that all/ complete documents (1. Airway bill, 2. Invoice copy 3. Packing List 4. Insurance Copy) at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from due payment.

## **71. 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.

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.

**5) 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.

## **6) 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.

However, the following shall not be considered as such a supervening cause:

a) 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.

## **7) Closure of Contract:**

Unless terminated earlier under clauses mentioned above, this Contract shall expire: At the end of such a period after the Effective Date as specified in the Contract.

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.

## **72. Conflict of Interest**

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

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

(3) An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;

provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the share holding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

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

### **73. Shipping Instructions:**

If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the guidelines for Regulating Wood Packaging Material in International Trade, ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions or exemption identified by the Regional Plant

Quarantine Station, Chennai, India. LOI/Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, and invoices. All pallets must be shrink-wrapped or banded.

#### **74. Clarifications**

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

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

#### **75. Indemnities**

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

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

<b>S. No</b>	<b>Particulars</b>	<b>Yes</b>	<b>No</b>	<b>Page Ref</b>
1	Whether EMD for <b>Rs.1,50,000/-</b> scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the CPP portal along with the other documents.			
3	Whether 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 LOI acceptance within 15 days from the date of receipt of the LOI?			
5	Whether submission of 5% of the Order value as Performance/warranty Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance warranty Bank Guarantee is acceptable?			
7	Whether quote is valid for <b>120 days</b> from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether <b>payment terms</b> 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 of <b>8-12 weeks</b> is acceptable as per the tender.			
14	Whether the warranty period ( <b>minimum 12 months</b> ) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
16	Whether Past track record of quality and service is enclosed?			
17	In case of Dual Bid whether un priced /blank commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			
18	Whether list of deliverables attached and comply as per tender?			

**Section II Technical Compliance sheet (to be filled by the bidder)**

**Nutrient Sensor**

<b>Sl.No</b>	<b>Description</b>	<b>Specification</b>	<b>Compliance Yes/No</b>	<b>Remarks</b>
1.	Type	UV nitrate sensor (ISUS-In-situ UV Spectrophotometer technology)		
2.	Application Area	Sea water, Estuary and River waters		
3.	Optical path length	Up to 10mm (1 to 5mm path length for high turbidity environments)		
4.	Wave length	200 to 360nm		
5.	Response time / Analysis Time	within 2 minutes		
6.	Measurement interval	1 minute onwards		
7.	Sampling technique	Adapting sampling intelligence		
8.	Algorithm	Universal real-time nitrate processing algorithm		
9.	Sensor enclosure	Acetole/Polycarbonate/P oly propylene or Corrosion-proof anodized aluminum or suitable housing rated for 100m depth operations		
10.	Data output	Serial data output, USB communications		
11.	Interface	SDI-12 interface		
12.	Parameter setting	Simple, software-based, in-field reference		

		checks, User-friendly UCI software		
13.	Fouling control	Active fouling control with built in wiper		
14.	Internal memory	Internal memory of minimum 2 GB for data logging		
15.	Features	Real-time temperature/salinity compensation, Real-time nitrate calculation,		
16.	Analyzer	39 cm x 34 cm x 20 cm (H x W x D)		
17.	Physical weight	6 kg plus reagents		
18.	Cables & connector	1 No. - Charge Controller box with USB output for Data Transfer and Charging with 230V AC input. 1 No. - 8 Pin subsea female bulkhead connector. 1 No. - 1 meter Subsea Cable with 8 pin male connector. Pressure dummy to be provided for both Charge port and PC interface port for deployment.		
Analytical				
19.	Standard Range	Nitrate 0 to 400 mg/L		
20.	Precision	0.05		
21.	Accuracy	±5%+0.1		
22.	Analyses	Typically 1000 per channel, per deployment. Controlled by reagent payload and chemistry		

23.	Operating voltage	24 VDC Nominal		
24.	Battery pack enclosure	24 VDC @ 30 Ah		
25.	Communications	RS232/RS485		
26.	Calibration interval	24 months		
27.	Endurance	1 year or better		
28.	Test & Acceptance procedure	The bidder/supplier should support to demonstrate the Nutrient sensor and validate the measurement with conventional measurement method before or after the bid submission.		

**Section III Price bid format**  
**Price Not to be revealed by the bidder**

<b>S. NO.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>
1.	<b>Nutrient Sensor</b> as per deliverables.  <b>Deliverables:</b> <ul style="list-style-type: none"><li>• 1 No - Charge Controller box with USB output for Data Transfer and Charging with 230V AC input.</li><li>• 1 No - 8 Pin subsea female bulkhead connector.</li><li>• 1 No - 1 meter Subsea Cable with 8 pin male connector.</li><li>• Pressure dummy to be provided for both Charge port and PC interface port for deployment.</li><li>• Li - Ion battery pack (25V / 26Ah) with suitable smart charger.</li></ul>	<b>2</b>	<b>Nos.</b>

**Note:**

1. The bidders should not reveal their price, anywhere in the technical bid.
2. The basic price should be inclusive of all.

## ANNEXURE 1

### Technical Specification (Nutrient Sensor)

Sl.No	Description	Specification
1.	Type	UV nitrate sensor (ISUS-In-situ UV Spectrophotometer technology)
2.	Application Area	Sea water, Estuary and River waters
3.	Optical path length	Up to 10mm (1 to 5mm path length for high turbidity environments)
4.	Wave length	200 to 360nm
5.	Response time / Analysis Time	within 2 minutes
6.	Measurement interval	1 minute onwards
7.	Sampling technique	Adapting sampling intelligence
8.	Algorithm	Universal real-time nitrate processing algorithm
9.	Sensor enclosure	Acetole/Polycarbonate/Polypropylene or Corrosion-proof anodized aluminum or suitable housing rated for 100m depth operations
10.	Data output	Serial data output, USB communications
11.	Interface	SDI-12 interface
12.	Parameter setting	Simple, software-based, in-field reference checks, User-friendly UCI software
13.	Fouling control	Active fouling control with built in wiper
14.	Internal memory	Internal memory of minimum 2 GB for data logging
15.	Features	Real-time temperature/salinity compensation, Real-time nitrate calculation,
16.	Analyzer	39 cm x 34 cm x 20 cm (H x W x D)
17.	Physical weight	6 kg plus reagents

18.	Cables & connector	<ul style="list-style-type: none"> <li>• 1 No - Charge Controller box with USB output for Data Transfer and Charging with 230V AC input.</li> <li>• 1 No - 8 Pin subsea female bulkhead connector.</li> <li>• 1 No - 1 meter Subsea Cable with 8 pin male connector.</li> <li>• Pressure dummy to be provided for both Charge port and PC interface port for deployment.</li> </ul>
<b>Analytical</b>		
19.	Standard Range	Nitrate 0 to 400 mg/L
20.	Precision	0.05
21.	Accuracy	±5%+0.1
22.	Analyses	Typically 1000 per channel, per deployment. Controlled by reagent payload and chemistry
23.	Operating voltage	24 VDC Nominal
24.	Battery pack enclosure	24 VDC @ 30 Ah
25.	Communications	RS232/RS485
26.	Calibration interval	24 months
27.	Endurance	1 year or better
28.	Test & Acceptance procedure	The bidder/supplier should support to demonstrate the Nutrient sensor and validate the measurement with conventional measurement method before or after the bid submission.

## Annexure - II

### Format for declaration by the Bidder for Code of Integrity & conflict of interest(On the Letter Head of the Bidder)

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

To,

\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under the Clause number 51 (a) of NIT of your Tender document and have no conflict of interest.

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

a

b

c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

**Annexure - III**  
**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:

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

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

**Annexure - IV:  
Undertaking Certificate  
Undertaking Letter from Bidder**

We M/s. \_\_\_\_\_ studied carefully all the pre-qualification criteria and the SCC of NIOT and understood the entire scope of supply of tender titled "Deepwater Methane Sensor for MATSYA6000"

We also undertake that "Deepwater Methane Sensor for MATSYA6000" shall be developed and supplied as per the specification and following as per DNV rules for underwater Technology pertinent to July 2019.

We also confirm that the Deepwater Methane Sensor for MATSYA6000 can be supplied without any restrictions from our country and approval from competent authority from our country is enclosed as Annexure.

We further undertake that all mandatory tests prescribed in the scope of the tender.

In case of any failure in terms of the Order and/or seeking any concession or any exemption from the terms already agreed to, we agree that same shall be viewed as a breach of tender terms. The tender can be treated as invalid tender and if post signing of Order, such action will be treated as breach of Order and Order shall be terminated without any consideration and NIOT can forfeit all Bank guarantees submitted under this tender/Order.

Signature of the Bidder

**ANNEXURE- V**

**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- 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