

 राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY		संविदा आमंत्रण सूचना (नि.आ.सू.) NOTICE INVITING TENDER (NIT)		
		फॉर्म संख्या: Form No.	NIOT/S&P/NIT e-procurement schedule	
निविदा संख्या/ Tender No.		NIOT/HVT/1473/2026-27		
कोजारी Issued To		DEEP OCEAN SIMULATOR 900 bar (DOS 900)		
निविदा प्रणाली/Tender Mode		OTTB – Global Tender		
निविदा जारी होने की तिथि Tender Issue date		02.09.2026		
Pre Bid meeting		22.09.2026 at 2 PM IST (through Webex)		
निविदा बंद होने की तिथि व समय Tender Closing Date and Time		08.10.2026 at 11.00 AM		
निविदा खुलने की तिथि व समय Tender Opening Date and Time		08.10.2026 at 11.30 AM		
Submission of EMD/ ईएमडी जमा करना		INR. 70 Million or Equivalent USD (the exchange rate prevailing on the date of publishing the tender shall be applicable for conversion purposes) in the form of a Demand Draft (DD) drawn in favour of 'NIOT-OTHER RECEIPTS ACCOUNT' (clause Ref 23 for details) or Bank Guarantee as per the available format. https://www.niot.res.in/index.php/vendor/login . a) Scanned copy of the instrument of the EMD to be uploaded in NIC portal Original EMD should be submitted through courier/speed post or in person dropped at the tender box. The original EMD should reach NIOT well before the Closing date and time of the tender.		
निविदा प्रलेख उपलब्धता स्थान Tender Documents available place		Tender documents can be downloaded from www.eprocure.gov.in/eprocure/app website & www.niot.res.in till closing date and time of the Tender. No fee for downloading the Tender document.		
Bidding Type & Bid submission/ बोलीका प्रकार & ननविदा जमा करना		Two Bid Tender comprising of Techno- commercial Bid and Price Bid (BOQ) should be uploaded separately electronically through NIC portal www.eprocure.gov.in/eprocure/app		
ई-निविदा के लिये सहायता मैनुअल/ Help manual for e-tender		0120-4001002, 0120-40001005, 0120-6277787 support-eproc@nic.in		
अपने प्रश्न ईमेल आईडी पर भेजें Send your queries to the email IDs	ननविदा के अंतिम चरण तक/Upto Tender finalization	tenders.niot@gov.in		

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

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

नारायणपुरम, चेन्नई **100 600 NARAYANPURAM, CHENNAI 600 100**

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

Bid Preparation and Tender Submission Procedure

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

- a) For any technical queries related to operation of the Central Procurement Portal please mail to cppp-nic@nic.in OR please call 24 x 7 Toll Free No. 1800 3070 2232 and Mobile Numbers +91 7878007972, +91 7878007973, +91 7574889871, +91 7574889874.
- b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- +91 8826246593, Tel: The 24x7 Help Desk Number +911204200462, +9101204001002.
- c) For any policy related matter/clarifications please contact cppp-doe@nic.in - managed by Dept of Expenditure, Ministry of Finance.
- d) For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
- e) The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.

Notice Inviting Tender (NIT)
General condition of the contract (GCC)

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 utilising ocean resources in an eco-friendly manner.

National institute of Ocean Technology invites e-bids for the **DEEP OCEAN SIMULATOR 900 bar (DOS 900)** as per Technical specifications attached in the special condition of the contract (SCC), enclosed in Annexure-1

Submission of bids: Bidders are requested to submit their Bid/quotation containing the Technical proposal and Price Bid (BOQ), EMD, electronically through **www.eprocure.gov.in/eprocure/app**. The responsibility to ensure the 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 proof of Earnest Money and 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. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized agent and register in **www.eprocure.gov.in/eprocure/app**

The bid/quotation cannot be submitted without DSC. **No manual tender is acceptable.**

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

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

1. **NIT:** NIT shall form part of the Letter of Indent/Contract. NIT comprises of General condition of the contract (GCC) and Special condition of the contract (SCC)
2. **Pre Bid meeting:** Pre bid meeting shall be held **22.09.2026 at 1400 hrs IST (through the Webex online)** through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email to tenders.niot@gov.in. The meeting link will be uploaded as a corrigendum. A Corrigendum if necessary will be issued based on pre-bid meeting clarifications and shall form part of the NIT.
3. **Pre-Qualification criteria:**
 - (a) **Technical:-**
 - (i) The bidder should be the Original Equipment Manufacturer and have experience in design, fabrication, testing, supply, installation and commissioning of
 - (ii) (1) hyperbaric test facility rated for more than 400 bar internal pressure of inner diameter 2500 mm and inner length 3000 mm and
 - (iii) (2) hyperbaric test facility rated for more than 1000 bar internal pressure of inner diameter more than 1000 mm and inner length more than 3000 mm, each at least once during last 10 years from the date of tender published and have a valid ISO/Equivalent international Standard certificate.
 - (iv) The bidder shall also have prior experience in integrating and commissioning the above complete systems.
 - (v) The bidder shall submit experience details and testimonial letters from the client facility where similar systems have been supplied & commissioned and are working satisfactorily. Relevant documentary evidence in support of Items (1) and (2) above should be submitted along with the technical bid.
 - (b) **Financial:-**
 - (i) The average annual financial turnover of 'The bidder' during the recent three financial years ending 31.3.2026 (2024, 2025 & 2026) should be at least INR 2000 Million or Equivalent for the purpose of assessing the financial strength. The documents of the Annual turnover certificate / financial statement (last three years) should be duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries and should be submitted. The financial year will be applicable as adopted in the relevant countries.
 - (ii) The net worth of the Bidder firm (manufacturer or principal authorized representative) should not be negative year during the financial year ending 31.03.2026 (2024, 2025 & 2026) and also should not have eroded by more than 30% (thirty percent) in the last three years, by the year ending 31.03.2026 and Net worth certificate be duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries in English language should be submitted. The financial year will be applicable as adopted in the relevant countries.

(c) **INSTRUCTION TO BIDDERS**

In case of agent is quoting for this tender, they can quote on behalf of their principal manufacturers, The same agent cannot represent two principal manufacturer.. One principal manufacturer can authorize only one agent/dealer. There can be only one bid from the following :-

- (i) The principal manufacturer directly or through one Indian agent on his behalf and**
 - (ii) Foreign agent on behalf of only one principal manufacturer**
- 4. Security:** Any information/material/document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.
- 5. Contacting NIOT:** No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender 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 bidder requires any clarification on the bid, the query may be mailed to **tenders.niot@gov.in** before 72 hrs of the pre-bid meeting.
- 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 bidder fails to discharge 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 bidder from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the bidder's performances till continues to be the same without any improvement, NIOT reserves right to BAN such bidder permanently from participation in all the tenders of NIOT and organizations of MOES.
- 8. Guaranteed time of delivery –** The time of delivery, including testing and handing over in satisfactory condition, is the essence of the contract, and the item should be delivered to NIOT as per schedule given in NIT. Normally, part supply not accepted. In the event of part supply, NIOT shall withhold the entire payment until all the items as per the contract is delivered and accepted. **DEEP OCEAN SIMULATOR 900 bar (DOS 900) should be** supplied within 24 months from the date of signing of the contract and Installation, commissioning, testing and training at the NIOT should be completed within 8 months from the date of receipt and acceptance of **DEEP OCEAN SIMULATOR 900 bar (DOS 900) at NIOT.**
- 9. 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 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, bidder cannot claim the extension of delivery time as **a matter of right. NIOT shall have the right to** either cancel/extend the Contract validity/levy LD as appropriate.

10. Delay in Completion/Liquidated Damage (LD): If the bidder fails to deliver the **DEEP OCEAN SIMULATOR 900 bar (DOS 900)** within the time specified at condition number 8 of NIT, NIOT shall recover from the Contract as liquidated damages a sum of 0.5 % of the Contract price for each calendar weeks of delay or part thereof. The total liquidated damages shall not exceed 10 % (Ten percent) of the contract value..

(a) Penalty Clause: In addition to the provisions relating to Liquidated Damages, NIOT reserves the right to impose appropriate penalties for non-compliance with contractual obligations, violation of statutory provisions, safety requirements, confidentiality obligations, or any act of omission/commission adversely affecting the performance of the contract. Such penalties, wherever applicable, shall be governed by the relevant conditions of the contract, provisions of the General Financial Rules (GFR) 2017, Manual for Procurement of Goods/Works/Services, directives of the Government of India, and other applicable laws, rules, and regulations in force from time to time. Imposition of penalty shall be without prejudice to other contractual remedies including risk purchase, termination of contract, forfeiture of Performance Security, and legal action as deemed appropriate by the Purchaser.

11. Goods: Goods should be supplied only after receipt of the Signed contract from NIOT.

12. Letter of Intent (LOI) Acceptance: The successful bidder should accept the Letter of Intent within 15 days from the date of LOI issued, failing which it shall be presumed that the bidder is not interested and his bid security/EMD shall be forfeited.

13. Change of Name/primary business area after award: Request/intimations with regard to change of name primary business area 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 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 to execute further agreements with regard to execution/ implementation of the contract.

- 14. One Bid per Bidder:** A firm shall submit only one bid either individually or as part of 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. The consortium agreement is enclosed in Annexure-3

BIDDING CONDITION

- 15. Last date for Submission of Bids:** e-Bids must be submitted only at the NIC portal specified in the Invitation for Bids cover page on or before closing date of tender/extended of the tender due date thereof. All bidders are advised to take adequate care to plan for bid submission in NIC CPP well ahead of closing date and time and avoid any last minute submission.
- 16. Due date Extension, Corrigendum to NIT:** Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting is scheduled and it will be notified in CPP portal and NIOT website. Hence bidders are requested to watch NIOT website for such due date extension and corrigendum, if any.
- 17. 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.
- 18. Unsolicited correspondences:** NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.
- 19. 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.
- 20. Submission of tender by a tenderer** implies that the bidder has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the **DEEP OCEAN SIMULATOR 900 bar (DOS 900)**; local conditions and other factors bearing on the execution of the supply.
- 21. Bid Validity:** e-Bids submitted shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Techno-commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek any short fall 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 bidder, bidder 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.

22. 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.

23. EMD/Bid security: The bidder should enclose the EMD/Bid security of **INR. 70 Million or Equivalent USD** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond or online transfer from any of the Commercial Banks drawn in favor of the NIOT OTHER RECEIPTS ACCOUNTS

The bids without EMD shall be summarily rejected.. The EMD of all the bidders shall be returned without interest after award of contract to the successful bidder. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document after the tender closing date/time. (CPP portal permits all the bidder to modify/withdraw their bid before bid closing date/time).

Conditions for EMD/Bid Security: EMD shall be returned /discharged to unsuccessful bidders within 45 days after finalisation of the technically qualified bidders on technical bid evaluation. The EMD/BID security of the successful bid will be returned after 45 days of financial bid opening and will be released after obtaining the 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

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 LOI acceptance within 15 days of the LOI and/or fails to furnish Performance Security.
- (i) **Micro and Small Enterprises (MSEs):** In addition to the above "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)", in Government of India are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are

however required to submit a signed Bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issue by the appropriate authorities. Accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES. Bid declaration format to be attached.

The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

(aa) Micro Enterprises: Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupee,

(ab) Small Enterprises: Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupee,

(ac) Medium Enterprises: Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupee

Retail & Whole sale Traders: Any bidder who are retailer/Traders claim EMD/Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020.

- (ii) The bidders who claim EMD exemption against MSME certificate should submit the investment details on equipment , Plant and machinery as per their category of registration.
- (iii) The MSME bidders to note and ensure that nature of service/goods/items manufactured mentioned in the MSME's certificate matches with the nature of service, goods/items to be supplied as per tender, to avail EMD exemption (as per DPIIT order dated 16.9.2020).

24. Conditional offers: Conditional offers will not be accepted and bid will be treated as invalid.

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

The brief scope of work is as indicated in the NIT and further will be clarified during the pre-bid meeting through a corrigendum.

Acceptance of bids: NIOT may accept or reject any / all tenders including the lowest tender without assigning any reasons whatsoever at any stage of tendering process

26. The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary and submitted separately. THE TENDERERS SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS and

BOQ separately ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. **The Price not to be revealed in the techno commercial cover.**

27. 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.

28. Payment: As per the NIT clause (66)

No Advance Payment: No advance payment shall be paid.. Payments shall be released only against satisfactory completion of contractual milestones and submission of requisite documents, as per the terms and conditions detailed in clause 67.

29. Taxes and duties: As applicable under the prevailing rules, regulations, and policies of the Government of India.

GST will be paid as per the applicable HSN Code at applicable rate. Any revision in the rate by the Government of India the same shall be applicable at the time of Invoicing.

(a) Customs Duty:

Customs clearance will be done by NIOT and payment of customs duty and customs cleared will be done by NIOT. The successful bidder to transport the custom cleared items from Chennai custom warehouse to NIOT warehouse on DAP (Delivery at Place) basis.

(b) Deductibles:

- (i) Deduction of Indian Income Tax Deduction at Source for the Indian bidders: TDS will be deducted as applicable for service portion. Valid Permanent Account Number (PAN) is mandatory.
- (ii) Deduction of GST TDS for the Indian bidders: GST-TDS is deductible on supply of goods or services in respect of Intra - State supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2% (IGST) from the payment made or credited to the bidder of taxable goods or services or both when the contract value is above **Rs.2,50,000/-**. In case of any changes in taxes rate: " The above is subject to revised taxes, if any applicable, at the time of delivery (inland delivery at India) applicable
- (iii) Deduction of Indian Income Tax Deduction at Source applicable to **Foreign bidders:** Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement (DTAA) between the bidder's Country and the Government of India. The tax deduction at source will be @ 10.40% as per Income Tax Tariff of India or the rate as contained in the DTAA whichever is less, on production of a copy of the Tax Residency Certificate or Tax Identification Number. In case the Tax Residency Certificate or

Tax Identification Number is not furnished, the Tax deduction at source will be 20.8% as per Indian Income Tax Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted. In case of any changes in taxes rate: " The above is subject to revised taxes, if any applicable, at the time of delivery (inland delivery at India) applicable

30. Performance Security: The successful bidders should deposit 5% of the contract value as Performance Security within 2 weeks from the date of issue of LOI. The performance security shall be in one of the following forms:

- (a) Insurance Surety Bonds,
- (b) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR Or in equivalent foreign currency).
- (c) Fixed Deposit Receipt from any Commercial Bank.
- (d) Bank Guarantee from any of the Commercial Banks.
- (e) Online payment in an acceptable form.

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

Performance Bank Guarantee shall be as per prescribed format of NIOT or issued by a Commercial bank and valid for 60 days beyond the date of completion of all contractual obligations as per contract. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of Contract by the Contract in terms of the Contract.

31. 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.

- (a) All Risk Insurance:** The all risk insurance will be reimbursed at actual against submission of all Risk Insurance Copy/actual cost paid invoices raised by the respective insurance agencies, and not more than the quoted price for all risk insurance in the BOQ. The all risk insurance should be covered for 110 % of the quoted amount. The beneficiary will be NIOT .
- Risk and Insurance:** If the bidder fails to deliver the **DEEP OCEAN SIMULATOR 900 bar (DOS 900)** or any installment thereof within the period fixed for such delivery or at any time repudiates the Contract before expiry of such period, NIOT is entitled to cancel the Contract and source remaining items from any other parties the items not delivered at the risk and cost of the defaulting bidder. No payment shall be claimed for any part supplies made.

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

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

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

32. Standard Warranty: The Contract warrants that the **DEEP OCEAN SIMULATOR 900 bar (DOS 900)** 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 bidder further warrants that **DEEP OCEAN SIMULATOR 900 bar (DOS 900)** supplied under this Contract 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. The standard warranty of 12 months will start from the date the **DEEP OCEAN SIMULATOR 900 bar (DOS 900)** is successfully installation & commissioning and made operational jointly by the OEM team before handing over to the NIOT. 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 within 10 days 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 30 days, 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 Contract. Also, such failure shall lead to suspension of bidder from participation as deem fit by NIOT.

(b) Comprehensive Extended Warranty: For 3 years

The Comprehensive Extended Warranty shall be for a period of three (3) years and shall

commence immediately upon expiry of the standard warranty period of twelve (12) months.

The payment towards the Comprehensive Extended Warranty shall be made on a pro-rata basis for every completed period of six (6) months. Such payment shall be released only after the successful completion of the respective six-month extended warranty period through wire transfer and upon certification that the DEEP OCEAN SIMULATOR 900 bar (DOS 900).

have performed satisfactorily during the period.

The Comprehensive Extended Warranty shall include, but shall not be limited to:

- Deputation of qualified technical personnel, on an as-required basis, during the extended warranty period for attending to and resolving operational, technical, or system-related issues.
- Comprehensive repair, servicing, rectification, replacement, and restoration of the system to ensure its satisfactory and serviceable condition.
- Supply and replacement of all required consumable and non-consumable spares, components, and materials necessary for maintaining the system in proper working condition.
- The warranty shall be comprehensive in nature, and no additional charges shall be payable by NIOT for repairs, servicing, replacement of defective parts, labour, technical support, or deputation of personnel, except for exclusions specifically identified and agreed upon in the contract.

33. The successful bidder shall ensure that any reported fault or malfunction is attended to and the system is restored to a serviceable condition within 21 working days **Defect Liability clause: The defect liability clause and the warranty clause to be read together.** Any defect, or any other faults for 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 specifications, shall on demand, which shall be rectified within the defects liability period, in writing by the NIOT and within such reasonable time.. In case of default, NIOT may employ and pay other person or persons to rectify and make good all such defects or other faults and all damages, losses and expenses consequent thereon or incidental there to. Bidder shall be made good and borne by the Bidder at the risk and cost of the bidder. And recoverable from the bidder by the NIOT or may be deducted by NIOT from any moneys due or that may become due to the bidder. Should any defective work have been done or materials supplied by the bidder or their associates the bidder 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 (1) shall result in automatic extension of DLP within contract price to the extent of delay in rectification.

34. 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 Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

36. Price: The price shall include but not limited to

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

Taxes and duties

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

c. 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.

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

e. All risk insurance

37. Price Bid Evaluation

- (a) "Price bids of only those bidders who are found technically qualified and responsive to the tender conditions shall be opened and evaluated.
- (b) The evaluation of price bids shall be carried out on the total landed cost basis at NIOT, including basic price, packing & forwarding charges, freight, insurance, inland transportation, installation & commissioning charges, training charges, GST/custom duties, and any other incidental charges as applicable and specified in the tender document.
- (c) For imported items, the price evaluation shall be carried out based on the exchange rate prevailing on the date of opening of the technical bid, as per RBI reference rate / SBI TT selling rate, as applicable.
- (d) Any arithmetical errors observed in the price bid shall be corrected as per standard Government of India procurement procedures.
- (e) The contract shall normally be awarded to the Lowest Evaluated Responsive Bidder (L1) whose bid is determined to be substantially responsive and meeting all technical and commercial requirements of the tender.
- (f) In case of any discrepancy between unit price and total price, the unit price shall prevail and the total price shall be corrected accordingly.

- (g) Conditional price bids and bids with incomplete commercial details are liable for rejection.
- (h) NIOT reserves the right to accept or reject any or all bids without assigning any reason thereof, at any stage of the tendering process.”

38. Price Variation/Escalation Clause

- (a) The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to any escalation on any account whatsoever, including but not limited to increase in cost of raw materials, labour, transportation, freight, insurance, foreign exchange variation, duties, taxes, or any other statutory levies, except as specifically provided in the tender document.
- (b) However, any increase or decrease in statutory duties and taxes imposed by the Government of India after the due date of submission of bids and during the original contractual delivery period shall be considered separately on production of documentary evidence, subject to applicability and actual impact on the contract.
- (c) No price escalation shall be admissible on account of extension of delivery period attributable to the bidder.
- (d) In case the delivery period is extended due to reasons solely attributable to NIOT/Force Majeure conditions, the request for price variation/escalation, if any, may be considered on merit basis subject to approval of the competent authority and submission of valid supporting documents.
- (e) For imported items quoted in foreign currency, payment shall be made based on the exchange rate prevailing as per applicable RBI/SBI TT Selling Rate on the date specified in the Letter of Credit/payment terms, unless otherwise specified in the contract.
- (f) The bidder shall clearly indicate in the price bid whether the quoted prices are:
 - (i) Firm and Fixed

Any claim for escalation not specifically covered under this clause shall not be entertained by NIOT at any stage during the execution of the contract.

39. Price Negotiation Clause

- (a) Price negotiation shall normally not be conducted except with the Lowest Evaluated Responsive Bidder (L1) and only under exceptional circumstances, in accordance with prevailing Government of India procurement guidelines and policies.
- (b) NIOT reserves the right to undertake price negotiation with the L1 bidder in cases such as:
 - (i) Prices quoted are considered unreasonably high compared to the estimated cost, prevailing market rates, budgetary quotations, or last purchase price;
 - (ii) There is lack of adequate competition;
 - (iii) Single bid / resultant single tender situations;
 - (iv) Requirement of achieving reasonability of price in public procurement.
- (c) No bidder other than the Lowest Evaluated Responsive Bidder (L1) shall ordinarily be called for price negotiation, except in circumstances specifically permitted under Government procurement rules/guidelines.

- (d) During negotiation, the bidder shall not be permitted to alter the technical specifications, commercial terms, delivery conditions, scope of work, or any other condition of the bid originally submitted, except to the extent specifically sought by NIOT.
- (e) Any reduction in price offered during negotiation shall be uniformly applicable to all components/items of the quoted price unless otherwise agreed and recorded.
- (f) The negotiated price and agreed terms shall form part of the Purchase Order/Contract and shall be binding on the bidder.
- (g) NIOT reserves the right to reject the negotiated offer if the negotiated price is not found reasonable and may take further action as deemed appropriate under prevailing Government of India procurement procedures.

40. Adjudication, Mediation and Arbitration: 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 Rs. 10 crores. This is inclusive of both claims and counterclaims. Arbitration will not be a method of dispute resolution in all other cases.

- (a) Integrity pact:** NIOT have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders with NIOT committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. The bidders shall agree to enter into such an integrity pact with NIOT as per forms available in the website www.niot.res.in (Attached as annexure - 2)

41. Performance Bank Guarantee: Performance/Warranty bank guarantee for 10 % of the item value of supply should be provided and it should be valid throughout the warranty period plus 60 days. Performance/warranty Bank Guarantee should be from any Nationalized/Commercial bank in India or their branches outside India.

42. 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.

43. 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 Contract 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 anyway 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 Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above.

Prime Lending Rate of State Bank of India for Indian bidders, and 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 Contracts 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 Contract to the Seller or to indulge in corrupt and unethical practices.
- (f) The Contract with the Agent will not be a conditional Contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Contract.
- (g) On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the Contract(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 organisation, 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 Contract 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:

- (i) Name of the Agent
- (ii) Agency Agreement between the Seller and the agent giving details of their Contract obligation
- (iii) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
- (iv) The nature and scope of services to be rendered by the agent and
- (v) 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 Contract. The agency commission payable to the Indian agents shall be normally five percent but not more than the percentage specified in the agency agreement.

44. Fundamental Principal of Public Buying:

- (a) 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.
- (b) "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.
- (c) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (iii) An entity substantially controlled through entities incorporated established or registered in such a country; or
 - (iv) An entity whose beneficial owner is situated in such a country; or An India (or other)

agent of such an entity; or

- (v) A natural person who is a citizen of such a country; or
- (vi) A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.

(d) The beneficial owner for the purpose of (iii) above will be as under:

- (i) 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.

(aa) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

(ab) "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

- (ii) 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;

- (iii) 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;

- (iv) 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;

e) 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

f) The successful bidder shall not be allowed to sub-Contract works to any Bidder from a country which shares a land border with India unless such Bidder is registered with the Competent Authority.

45. ASSIGNMENT AND SUBCONTRACTING: The Contract shall not assign the Contract 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 Contract without a formal written request and approval by NIOT. Also, the Contract shall not assign the Contract 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 Contract 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.

46. Eligibility of Bidder

- (a) The bidder shall be an Original Equipment Manufacturer (OEM) or an authorized bidder/representative/dealer of the OEM having valid authorization for participation in the tender.

- (b) The bidder shall have experience in design, manufacturing, supply, installation, commissioning, and successful operation of similar equipment/systems during the last specified number of years as defined in the tender document.
- (c) The bidder shall possess adequate technical capability, manufacturing facilities, infrastructure, qualified manpower, testing facilities, and quality assurance systems for successful execution of the contract.
- (d) The bidder shall have satisfactory financial standing and shall meet the prescribed financial eligibility criteria such as annual turnover, net worth, working capital, solvency, or other requirements specified in the tender document.
- (e) The bidder shall submit documentary evidence in support of past performance, completion certificates, client references, purchase orders, work orders, or any other documents as required in the tender.
- (f) The bidder shall possess valid statutory registrations such as GST, PAN, IEC, company registration, and any other applicable licenses/certifications required for execution of the contract.
- (g) The bidder shall not be blacklisted, banned, debarred, or under suspension by any Ministry/Department of Government of India, State Government, PSU, Autonomous Body, or any Government agency as on the date of submission of bid.
- (h) The bidder shall comply with all applicable Government of India procurement policies, statutory regulations, Public Procurement Orders, Make in India provisions, and other guidelines issued from time to time.
- (i) .
- (j) NIOT reserves the right to verify the credentials, capability, experience, and submitted documents of the bidder at any stage of the tendering process.

47. Ineligibility of 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 bidders by the purchaser or banned from Ministry/country-wide procurement shall be ineligible for participation in the bidding process.
- c) Bidders who have been banned, blacklisted, debarred, or whose business dealings have been suspended by any Ministry/Department of Government of India, State Government, CPSE, PSU, Autonomous Body, or Government Agency during the last three (03) years as on the date of bid submission.
- d) Bidders who are identified as defaulters by statutory authorities such as Income Tax, GST, Customs, Sales Tax, or any other Government authority.
- e) Bidders against whom criminal proceedings/cases involving fraud, corruption, moral turpitude, misrepresentation, or financial irregularities are pending before any court of law or competent authority.

The participating bidder(s) shall submit a duly signed undertaking/declaration certifying

compliance with the above conditions along with the bid documents. Submission of false declaration or suppression of facts shall lead to rejection of bid, forfeiture of EMD/Performance Security, and other actions as deemed appropriate by NIOT.

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

a)Code of Integrity for Public Procurement: The purchaser requires that the bidders and purchase orders observe the highest standard of ethics during the procurement and execution of such purchase 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 purchase order execution.
- (ii) **Fraudulent practice:** A misrepresentation or omission of facts in order to influence a procurement process or the execution of a purchase order.
- (iii) **Collusive practice:** Means a scheme or 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 purchase 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
- (vi) **Conflict of interest:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy purchase 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 purchase 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

b)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 Purchase order in question.

- (a) The bidders should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-IV 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 bidders, but it would be liable for other punitive actions such as cancellation of purchase orders, banning and blacklisting or action by Competition Commission of India, and so on.

(b) **Obligations for Proactive disclosures**

- (i) The Purchaser as well as bidders, purchase orders 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 purchase 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.

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

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

(aa)

orfeiture or encashment of bid security;

(ab) Calling off of any pre-purchase order negotiations; and

(ac) Rejection and exclusion of the bidder from the procurement process.

- (ii) If a purchase order has already been awarded

(aa) Cancellation of the relevant purchase order and recovery of compensation for loss

- incurred by the Purchaser;
 - (ab) Forfeiture or encashment of any other security or bond relating to the procurement;
 - (ac) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- (iii) Provisions in addition to above:
- (aa) Removal from the list of registered bidders and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - (ab) 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;
 - (ac) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

49. 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 :
 - (i) A detailed description of the essential technical and performance characteristics of the goods;
 - ii) 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
 - iii) 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.
- (c) 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

50. 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 e tender portal through a corrigendum

51. Confidentiality

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

52. 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 Purchase order is awarded.
- (b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase 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 purchase 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 purchase order to the Bidder. A negative determination will result in rejection of the Bidder's bid.

53. Bidder's right to question rejection

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

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

- (b) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in prequalification bid.
- (c) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- (d) In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of Contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- (e) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - (i) Determination of the need for procurement;
 - (ii) Selection of the mode of procurement or bidding system;
 - (iii) Choice of selection procedure;

Provisions limiting participation of bidders in the procurement process;

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

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

(ac) Issues related to ambiguity in purchase order terms may not be taken up after a purchase order has been signed, all such issues should be highlighted before consummation of the purchase order by the bidder; and

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

54. Joint Venture, Consortium or Association: If the Bidder is 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 Purchase 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. The Joint venture, Consortium partners should be relevant to this tender.

Amalgamation/Acquisition etc.: In the event the Manufacturer/Bidder proposes for amalgamation, acquisition or sale its business to any firm during the purchase order period, the Buyer/Successor of the Principal Company are liable for execution of the purchase 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.

55. 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:

- (a) 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.
- (b) 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
- (c) 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.

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 willful 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.

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.

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
 - 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.

Closure of Contract

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

- (i) At the end of such a period after the Effective Date as specified in the Contract.
- (ii) 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.

56. 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:

- (a) Breach of this Agreement by the Bidder
- (b) 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
- (c) Violation or contravention of any Legislation on the part of the Bidder
- (d) Any negligence or wilful misconduct of Bidder, which violates any provision of this Agreement
- (e) Infringement of any intellectual property belonging to any third party by the Bidder
- (f) Any breach of an agreement or understanding between Bidder and any and all Third Parties due to which a liability arises on NIOT.
- (g) Any claim that any representations or warranties contained herein are not true or any breach thereof
- (h) Any loss or damage caused by the Bidder to NIOT, its personnel or property
- (i) Any loss or damage caused by the Bidder to any and all Third Parties for which a claim against

NIOT has arisen

- (j) 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
- (k) Any obligation of the Bidder performed by NIOT under this Agreement or under any Legislation.

57. General terms and conditions for tender submission & evaluation.

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

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

Overseas bidders, while submitting Tender should indicate as to whether they have engaged the services of an Agent in India and if so, the extent of services such an Agent has to perform and the payment for such services. The payment to be made to the Agent will be deducted by NIOT from the payment of the successful overseas Partners and paid to its Indian Agent in non-convertible Indian Rupees after deduction of due taxes for services at prevailing rates. Such details should be provided in the technical Bids. Foreign bidders may kindly note that NIOT shall not entertain engagement

Terms and Conditions (Import)

58. 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.

59. 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 submitted along with the bid. Wherever the submission of documentary evidence (as proof of some parameter) is mentioned in the SCC, the same also has to be submitted along with the bid..

The import quotation should be in DAP (Delivery at Place), NIOT Chennai, Insurance should be arranged from SHIPPERS WAREHOUSE TO NIOT WAREHOUSE for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA/Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per

International standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsibility of customs clearance, payment of customs duty will be the done by NIOT.. 26 % will be added to arrive landed cost to compare quote of the bidder quoted in INR with the foreign quote.

- 60. Import and Export Licenses:** If the tender item are covered under restricted category of EXIM policy in India the bidder/Agent may intimate such information for obtaining necessary, license in India. If the ordered equipment is subject to bidder procuring an export license from the designated government agency/country from where the goods are shipped/sold, the bidder has to mention the name, address of the government agency/authority. The bidder must also mention the time period within which the license will be granted in normal course
- 61. Currency of the bid:** Currency once quoted will not be allowed to change.
- 62. Forex fluctuation:** The bidders are permitted to quote in any currency and also receive payments in that currency only. 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.
- 63. Bank charges:** All Bank charges inside India to NIOT account and all Bank charges outside India to Purchase order account only.
- 64. 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.
- 65. 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 / Seaport point of loading or at the Bidders factory before dispatch of goods. Bidders are to mention the TPI charges explicitly in their quote. Third party inspection charges at actual will be reimbursed but not exceeded to the quoted price 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 of the third party, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India.

The Third-Party Inspection is not mandatory for Indian bidders and for payment after supply and

acceptance through Wire Transfer by foreign bidder and in INR to Indian Bidder/Agent.

66. Payment: The irrevocable Foreign Letter of Credit will be established. All the stage payments will be released through L.C usance 30 days from the date of receipt of the negotiable documents. The following stage payments with deliverable is detailed below;

Table 1: Milestone deliverables and payment schedule

Stage no.	Milestone deliverables	Amount % payable	Bank Guarantee to equivalent value in INR	Time Line for stage
1	10 % payment of the equipment value of the price bid will be released on receipt and acceptance of design reports for pressure vessel, electrical, instrumentation and control system, hydraulics, pneumatics, etc., for DOS 900 system and third-party inspection certificate, against submission of equivalent value of BG and confirmation received from the issuing bank and will be released after successful completion of stage 6.	10 % of the Ser 1 of the BOQ	Against submission of 100% bank guarantee for this stage payment and valid till stage 6	T + 6 months
2	15 % of the payment of the equipment value of the Price Bid will be released on receipt and acceptance of raw material procurement for pressure vessel parts and associated equipment and sub-components purchase order copies for DOS 900 system and third-party inspection certificate, against submission of equivalent value of BG and confirmation received from the issuing bank, and will be released after successful completion of stage 6	15 % of Ser 1 of the BOQ	Against submission of 100% bank guarantee for this stage payment and valid till stage 6	T + 9 months

3	15 % of the payment of the equipment value of the Price Bid will be released on receipt and acceptance of test reports and certificates for forging of vessel parts and test reports of the associated equipment and sub-components for DOS 900 system and third-party inspection certificate, against submission of equivalent value of BG and confirmation received from the issuing bank and will be released after successful completion of stage 6	15 % of Ser 1 of the BOQ	Against submission of 100% bank guarantee for this stage payment and valid till stage 6	T + 12 months
4	10 % of the payment of the equipment value of the Price Bid will be released on receipt and acceptance of reports and certificates on completion of Machining and fabrication for the DOS 900 system and third-party inspection certificate, against submission of equivalent value of BG and confirmation received from the issuing bank and will be released after successful completion of stage 6	10 % of Ser 1 of the BOQ	Against submission of 100% bank guarantee for this stage payment and valid till stage 6	T + 15 months
5	15 % of the payment of the equipment value of the Price Bid will be released on receipt and acceptance of the inspection report of the pressure vessel, hydraulics, instrumentation, electrical, pneumatics, spare parts and all associated equipment and sub-components for DOS 900 system, at the manufacturer's site against and third-party inspection	15 % of Ser 1 of the BOQ	Against submission of 100% bank guarantee for this stage payment and valid till stage 6	T + 18 months

	certificate, submission of equivalent value of BG and confirmation received from the issuing bank and will be released after successful completion of stage 6			
6	(i) 10 % of payment of Equipment value of the price bid will be released on receipt and acceptance of the entire DOS 900 system at NIOT and third-party inspection certificate, against submission of an equivalent value of BG and confirmation received from the issuing bank, and will be released after successful completion of stage 7 (ii) 100% payment towards Freight, Packing and Forwarding, TPI and All risk insurance will be released (iii) All the bank Guarantees received in the above stages will be released.	10 % of Ser 1 of the BOQ	Against submission of 100% bank guarantee for this stage payment and valid till stage 7 Release of all BGs obtained from stage 1 to 5	T + 24 months
7	15 % of the payment of the equipment value as at Ser 1 of the Price Bid will be released on successful installation and commission, testing, operational of entire system, completion of necessary training on the Deep Ocean Simulator 900 bar (DOS 900) of dia 2.8 x 3.0 m and the associated system, Site Acceptance Test (SAT) at NIOT, operational and maintenance	15 % of Ser 1 of the BOQ	NIL	T + 32 months

	training and third-party inspection certificate, hand over and completion certificate from the bidder, along with a satisfactory certificate from NIOT			
8	10% payment will be released on completion of 12 months warranty period	10 % of Ser 1 of the BOQ	NIL	Signing of the contract + 44 months

Note: For all stage payments above up to receipt of items at NIOT covering BG for 100 % amount paid will be required to be provided by the bidder and it should valid up to delivery and acceptance of the system and successful installation and commission, training of Deep Ocean Simulator 900 bar (DOS 900) at NIOT. **(T – Date of signing the contract)**

67. 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.

68. Customs Clearance: All Bills of Entry shall be filed with Indian Customs prior to the arrival of the vessel/aircraft or latest by the next day of arrival of the vessel/aircraft. In case of delay in filing the Bill of Entry, late filing charges as applicable under prevailing Customs regulations shall be levied by Indian Customs. Presently, the applicable charges are Rs. 5,000/- (\$ 50/-) per day for delay during the second and third day (first day being the free period) and Rs. 10,000/- (\$ 100/-) per day for delays beyond three days from the arrival of the vessel/aircraft. These provisions came into effect from 31.03.2017 and are subject to amendment by Government notifications from time to time.

Further, Customs Duty applicable on the Bill of Entry is required to be paid on the same day to avoid penal interest on delayed payment of Customs Duty.

In addition, the free customs clearance period has been reduced from 3 days to 2 days. Therefore, the shipper/bidder shall ensure submission of all required shipping documents, namely: (a) Airway Bill, (b) Invoice Copy, (c) Packing List, and (d) Insurance Copy, at least 02 working days prior to the arrival of the shipment at Chennai Airport/Seaport to enable timely filing of the Bill of Entry by NIOT.

Any late filing charges, penal interest, demurrage, detention, or other consequential charges arising due to delay attributable to the shipper/bidder in submission of the required documents shall be recovered/adjusted from the payment due to the shipper/bidder.

- (c) **Demurrage:** Demurrage, detention, port storage, warehouse charges, container retention charges, or any other related charges arising due to delay in receipt/submission of advance shipment documents, incomplete documentation, incorrect documentation, or delay attributable to the bidder or their authorized agent shall be borne entirely by the bidder.

In the absence of complete and clear documentation, the cargo cannot be processed for customs clearance and shall remain stored at the carrier's/bailee's/port premises at the sole risk, responsibility, and cost of the bidder. Any expenditure incurred by NIOT on this account shall be recoverable from the bidder.

Country of Origin: The bidder has to mention in their bid the country of origin of the item they have quoted.

69. Conflict of Interest:

- (a) The bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any bidder 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, inter alia, the time, cost and effort of the NIOT/Authority including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to the NIOT/Authority here under or otherwise.
- (b) 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
- i) The bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if the bidder, its consortium member the "Member") or Associate (or any constituent thereof) and any other bidder, 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 bidder, 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 bidder, Member or Associate, as the case may be) in the other bidder, 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 shareholding 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 bidder is also a constituent of another bidder; or
- iii) Such bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other bidder or its Associate; or
- iv) Such bidder as the same legal representative for purposes of this Application as any other bidder; or
- v) Such bidder has a relationship with another bidder, 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 bidder; or (vi) There is a conflict among this and other consulting assignments of the bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such bidder 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
- vi) 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.

- (c) **Clarifications:** Bidder requiring any clarification on the NIT may send their query by email to 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 the official NICCPP 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.

- (d) **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. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, air waybills, and invoices. All pallets must be shrink-wrapped or banded.
- (e) **Fall Clause :** The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Commercial Terms Compliance sheet (To be filled by the bidder)

Table 2: Commercial Terms Compliance sheet

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether Taxes and duties are shown separately in the quote.(Registration numbers for claiming the same to be strictly indicated)			
2.	Whether EMD for INR. 70 Million or Equivalent USD is enclosed along with the Technical bid			
3.	Whether accepted to submit the LOI acceptance within 15 days from the date of LOI?			
4	Whether submission of Performance Security 5 % of the contract is acceptable?			
5.	Whether the quote is valid for 120 days from the due date of tender or the time specified in the tender document, whichever is later ?			
6.	Whether payment terms (clause 66) of the tender is complied with ?			
7.	Whether the price is for DAP NIOT, Campus			
8	Whether submission of warranty certificate in the prescribed format is acceptable ?			
9	(i) Whether the delivery period is acceptable as per tender ? (i.e. 24 month from the date of signing of the contract) and installation and commission within 8 months after receipt and acceptance of DOS (900).			
10	Comprehensive Extended Warranty for three years?			
11	Whether list of deliverables attached and comply as per tender ?			
12	Whether liquidated damage and penalty clause is acceptable in case of delayed supply ?			
13	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 ?			
14	Whether item-wise price is quoted as per price bid and quoted price is realistic ?			
15	Whether copy of duly signed (all pages) tender document NIT and Annexure (I to XI) are uploaded along with the quotation.			

16	Whether the pre-contract integrity pact is signed by the authorized signatory and uploaded ?			
17	The average annual financial turnover of 'The bidder' during the recent three financial years ending 31.3.2026 (2024, 2025 & 2026) should be at least INR 2000 Million or Equivalent for the purpose of assessing the financial strength. The documents of the Annual turnover certificate / financial statement (last three years) should be duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries and should be submitted. The financial year will be applicable as adopted in the relevant countries			
18	The net worth of the Bidder firm (manufacturer or principal authorized representative) should not be negative year during the financial year ending 31.03.2026 (2024, 2025 & 2026) and also should not have eroded by more than 30% (thirty percent) in the last three years, by the year ending 31.03.2026 and Net worth certificate be duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries in English language should be submitted. The financial year will be applicable as adopted in the relevant countries.			
19	Whether spare parts list is attached in the technical bid?			

Price bid format: Price not to be revealed by the bidder (Quoted prices should be inclusive of all)

Table 3: Price bid format

Ser. no.	Description of Item	Rate per unit	Amount
1.	System configuration, design, manufacturing, inspection, supply, installation, commissioning, testing, operational and training of an integrated Deep Ocean Simulator 900 bar (DOS 900) of –inner working diameter 2.8 m x inner working length 3.0 m for 900 bar at NIOT Campus, including three years of spare parts of equipment and components of Deep Ocean Simulator before dispatch to NIOT	1 system	
2.	Third-party inspection charges during fabrication, integrated testing, during pre-shipment and testing at NIOT.	lumpsum	
3.	All risk insurance charges till completion of Installation & commissioning and successfully handing over to NIOT Campus, The insurance should be covered from the warehouse to the NIOT Campus. (To be inclusive of all taxes and levies).	lumpsum	
4.	Freight charges (packing & forwarding and delivery of the entire system from the warehouse to the NIOT campus)	lumpsum	
5.	Comprehensive extended warranty for three years including deputing of technical personnel during the warranty period. Minimum two visits per year and at 5 days per visit at NIOT Campus and any number of breakdown visits, Chennai.	lumpsum	
6.	All Taxes	%	
7.	Total amount inclusive of taxes for DAP, NIOT Chennai (ser no. 1-6)	lumpsum	
(Total Value in words _____ only)			

Annexure -1
(Enclosure to Notice Inviting Tender for DOS 900 (NIT))

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Technical Specification for Deep Ocean Simulator 900 bar (DOS 900)

1. Scope of Supply: The Deep Ocean Simulator 900 bar (DOS 900) with System configuration, Design, Manufacturing, Installation, Commissioning, and Operational training on Deep Ocean Simulator 900 bar (DOS 900) and to deliver the system as per specification and terms and conditions of the NIT at NIOT Campus.

NIOT Campus (within approx. 200 km radius from Chennai Sea port), location will be decided based on availability and approvals).

2. Pre-Qualification criteria: Refer ser 3(a) and (b) of Notice Inviting Tender (NIT) GENERAL CONDITIONS OF THE CONTRACT (GCC)

3. Description

A fixed installation Deep Ocean Simulator termed as DOS–900, capable of sustained internal pressure of 900 bar at ambient internal temperature, for testing subsea components in live conditions. Inner diameter 2.8 m x 3.0 m length (for horizontal installation) of 900 bar – 1 no.

4. Technical Specification:

Ser	Description	Details
System configuration:		
4.1	Configuration	• Cylindrical vessel with flat circular closure lids on both sides, closing with suitable clamping arrangements to hold the maximum internal pressure • Horizontal mounted with loading from the side opening • Refer Appendix 1
Size of vessel:		
4.2	Working space inner diameter and inner length	• Inner working diameter 2.8 m • Inner working length 3.0 m
Maximum working pressure and temperature:		
4.3	Pressure type	Internal, hydrostatic pressure using water as the working fluid
4.4	Working pressure and cycle	900 bar for a sustained duration of at least 24 hours, with incremental pressurisation from 0 to 900 bar and decremental depressurisation from 900 to 0 bar in predefined pressure steps. The system number of

		operation cycles will be greater than or equal to 2000 cycles
4.5	Working fluid temperature range	The ambient temperature at Chennai/Nellore (India), is as high as 45 °C
4.6	Measurements	• The Deep Ocean Simulator shall be equipped with a comprehensive instrumentation and monitoring system to ensure accurate measurement, safe control, and visualization of all critical parameters associated with the DOS vessel. • The operating pressure and temperature within the DOS vessel shall be continuously measured, recorded, and visually displayed on the control panel. The system shall clearly indicate both pressurization (raising) and depressurization (lowering) phases. • Flow meters shall be installed on both high-pressure and low-pressure fill and drain lines of the DOS vessel. The flow rates shall be recorded and displayed on the control panel, with clear indication during filling and draining operations. • A minimum of two pressure measurement points shall be provided on the vessel: one on the fill line and another on the drain line, to ensure redundancy and accurate monitoring. • Three temperature sensors shall be installed at critical locations on the vessel: At the center of the right-side closure lid, midpoint of the cylinder bottom section and at the center of the left-side closure lid • Four flow measurement points shall be provided, covering both high-pressure and low-pressure fill and drain lines, to ensure comprehensive flow monitoring. • The reservoir shall be equipped with high accurate water level sensors for continuous monitoring and display on the control panel. Two sensors shall be installed: one at the right-side corner of the reservoir and one at the left-side corner of the reservoir. In addition to these sensors, a visual viewport shall be provided for manual inspection. • Provision shall be made for future expansion by incorporating additional measurement connections/ports on the vessel. A minimum of four (04) such ports shall be provided. Sizes will be provided before manufacturing. • The facility shall include both analogue and digital

		display systems for all key parameters such as pressure, temperature, and flow, ensuring redundancy and ease of operation.
Material of construction:		
4.7	Material	ASTM SA 723/better
Working medium and reservoir:		
4.8	Medium	The test medium shall be potable water with suitable anti-corrosive additives (transparent medium), forming a transparent medium for effective visual observation of test components suitable for pressurisation and depressurisation as indicated by the bidder.
4.9	Anti-corrosive additive for a pressure system	The selected additive shall be compatible with all system materials and shall not adversely affect the performance or integrity of the test specimen or facility. The additive shall be suitable for repeated pressurisation and depressurisation cycles as specified by the bidder, without degradation in clarity or corrosion protection properties. All required additives and oils shall be standard, commercially available products with equivalent grades across multiple manufacturers. The use of proprietary or manufacturer-exclusive materials shall be avoided to ensure ease of procurement and long-term operability. The test medium used in the Deep Ocean Simulator shall be transparent and clear to enable visual observation of the test components during pressure testing. The medium shall maintain its clarity under operating pressure and temperature conditions, without introducing turbidity, discolouration, or contaminants that could hinder visibility.
4.10	Quantity	The bidder shall provide an adequate initial quantity of all required additives and oils to support commissioning and initial operation of the system for three years to NIOT.
Major parts:		
4.11	Major parts	• Vessel body & closure lids • Vessel stand • Interface and clamping system • Loading table • Fixture inside the vessel • Seals • Reservoir system • Low-pressure pump system

		• High-pressure pressurisation and depressurisation system • Low and high pressure valves, lines, filters, relief valves, etc. • Pneumatic and hydraulic system • Instrumentation and control system • Safety fencing and grating around the DOS system • Sensors for measurements – pressure, temperature, flow, displacement, etc. • All necessary spare parts • Control station – Remote HMI station and control room HMI station • Pressure-rated camera and light for 900 bar – one set • Air compressor • Uninterrupted power supply and provision for continuous operations • Necessary toolbox and measuring instruments • Necessary pipe/cabling and fasteners
Vessel body & closure lid:		
4.12	Vessel body & closure lid	• Single forged mono-block cylinder and closure lids on both sides • Closure lids to be flat circular type or a similar type or any equivalent arrangement • Horizontal mounted configuration, side closures would be the access for loading and unloading of the test component into the cylinder vessel • Feedthrough ports or a connector facility shall be provided on both closure lids
4.13	Position	The Deep Ocean Simulator shall be designed for horizontal installation of the pressure vessel to ensure operational convenience, structural stability, and ease of maintenance. The horizontal configuration shall facilitate safe loading and unloading of test components, especially for long or heavy subsea equipment. The vessel shall be mounted on adequately designed support structures or saddles to ensure uniform load distribution and to prevent excessive stresses or deformation during operation. Proper alignment shall be maintained to avoid any eccentric loading conditions. The installation shall include suitable provisions for access platforms, safety grating, and handling arrangements such as rollers or rails, where required, to assist in the insertion and removal of test specimens. Adequate space shall be provided around the vessel for

		inspection, instrumentation, and maintenance activities. The layout shall also ensure proper routing of piping, cabling, and drainage systems. Overall, the horizontal installation shall comply with relevant design and safety standards, ensuring safe and efficient operation of the facility.
4.14	Workload fixture/tooling	A suitable fixture preferable dovetail arrangement on the inner bottom of the cylinder, for mounting the vessel and handling the test components inside the vessel to be provided
4.15	Vessel mounting	System should be mounted above or below the ground level for safety and operating convenience as per safety standards and codes and shall be subject to concurrence and approval by NIOT prior to implementation.
4.16	Mounting stand	Suitable mounting stand for vessel, fixtures for closures lids, ladders for fixing feed through ports, ladders for climbing to vessel area, safety fences etc., to be provided for ease of accessibility before and after pressure testing and regular maintenance
Vessel stand:		
4.17	Vessel stand	The cylindrical pressure vessel shall be mounted on a suitably designed steel support structure to safely withstand and distribute the combined loads. The support structure shall be designed to carry the self-weight of the vessel, closure lids, clamp locking system, working fluid, and test components under all operating conditions. The steel stand shall ensure proper alignment, stability, and structural integrity of the vessel during installation, operation, and maintenance. It shall also be designed to minimize vibrations and prevent excessive stresses on the vessel.
Interface and clamping system		
4.18	Interface and clamping	A suitable clamp locking system shall be provided for the pressure vessel, incorporating horizontally guided movement of the closure lids at both ends. The arrangement shall ensure safe, secure, and leak-tight sealing during operation. The closure lids shall be guided along a horizontal path to facilitate easy opening and closing, ensuring proper alignment with the vessel. The clamping system shall be designed to withstand the specified operating

		pressure and shall provide uniform load distribution across the sealing interface. The complete design of the clamping and closure system shall be developed by the manufacturer and shall be subject to concurrence and approval by NIOT prior to implementation.
4.19	Type & indication status of locking mechanism on the display screen	An automatic clamp locking mechanism or an equivalent system shall be designed, realized, and integrated with the overall facility for the engaging, disengaging, locking, and unlocking of both closure lids. The mechanism shall be capable of operating reliably under the rated test pressure conditions and shall ensure safe, uniform, and leak-tight sealing of the vessel. The system shall be designed for ease of operation and shall include appropriate controls and interlocks to prevent unsafe operation during pressurisation. The time required for opening or closing of each closure lid shall be less than or equal to 30 minutes.
Table for loading and unloading of test components		
4.20	Loading table	A suitable loading table shall be provided for the safe and efficient loading and unloading of test components. The design of the loading table shall be developed by the manufacturer and shall be subject to concurrence and approval by NIOT prior to implementation. The loading table shall be designed to accommodate the size, weight, and handling requirements of the test components, ensuring ease of operation and safety during handling.
4.21	Loading and unloading of test components:	The test components shall be loaded and unloaded using a dedicated mounting table designed for safe and efficient handling. The mounting table shall be designed and realized to enable smooth sliding through the dovetail or equivalent fixture provided within the cylinder. The arrangement shall ensure proper alignment, stability, and ease of insertion and removal of test components. The mounting table shall be operated using an actuator or an equivalent mechanism to facilitate controlled movement during loading and unloading operations.

Fixture inside the vessel		
4.22	Fixture inside the vessel	A dovetail fixture or an equivalent arrangement shall be provided at the bottom of the inner cylinder to facilitate sliding and secure locking of the mounting table. The dovetail or equivalent fixture shall be designed to occupy minimal space within the cylinder and shall be of a removable type to allow ease of installation, maintenance, and replacement. Removal fixtures and frames to be provided in the inner surface of the vessel for routing of cables, connectors, tubing etc., and mounting of cameras and lights for monitoring the test operations Maximum mass of the test component in air is 20000 kg
High-pressure seals:		
4.23	Seals	The Deep Ocean Simulator shall be equipped with a reliable sealing system to ensure leak-tight performance during high-pressure operations. All seals used in the pressure vessel, closure lids, and associated piping shall be designed to withstand the specified operating pressure, temperature, and test medium conditions. Seals shall be selected for compatibility with the test medium (potable water with anti-corrosive additives) and shall maintain their integrity during repeated pressurisation and depressurisation cycles. Suitable sealing arrangements, such as O-rings, gaskets, or metal seals, shall be employed depending on the pressure rating and application. The sealing system shall ensure ease of installation, removal, and maintenance. Provision shall be made for proper seating, alignment, and surface finish to avoid leakage. Where applicable, redundant or double sealing arrangements shall be considered for critical interfaces to enhance safety. All sealing materials shall conform to relevant standards and shall be resistant to corrosion, wear, and ageing. The design shall ensure consistent sealing performance without deformation or failure under cyclic loading conditions.

Reservoir System		
4.24	Water reservoir	A suitable reservoir should be supplied by the manufacturer. The manufacturer shall supply a suitable water reservoir as part of the system. The reservoir shall be designed to meet the facility's operational requirements, including adequate capacity, structural integrity, and compatibility with the working fluid and necessary sensors and indicators for level measurement and local display. Water reservoir should have external and internal ladders for regular operational and maintenance work for the reservoir and filtration system The construction material is stainless steel.
Low-pressure fill and drain system		
4.25	Low-pressure fill and drain system	The low-pressure fill and drain system for the DOS is designed to safely fill and drain water from the vessel using pumps, pipelines, valves, and filtration units, ensuring controlled & safe operation, prevention of air entrapment, and efficient water management during testing.
4.26	Parts and components	The low-pressure fill and drain system shall consist of the following components, but shall not be limited to those specified below • Low-pressure fill pump • Drain pump • Fill and drain pipelines • Isolation and control valves • Air venting system • Filtration unit • Flow measurement and control system • Level monitoring system • Flexible connections (if required) • Discharge arrangement
4.27	Water Level Monitoring system	The system shall include: • Level sensors – minimum two numbers • Visual level indicators • High-level alarm • Low-level alarm
4.28	Control System	The control system shall: • Enable safe filling and draining • Prevent overfilling • Provide emergency shutdown & safety interlock

		mechanism • Support manual override Control Features: • Start/Stop controls • Flow adjustment • Alarm system • Status indicators • Safety interlock mechanism
4.29	Materials and Corrosion Protection	All components shall: • Be compatible with seawater • Resist corrosion • Have long service life • Require minimal maintenance Recommended Materials: • SS316/Duplex SS/better grade • Marine-grade coatings
4.30	Location	The Low-pressure fill and drain system should be positioned near reservoir
High-pressure pressurisation and depressurisation system		
4.31	High-pressure pressurisation and depressurisation system	The high-pressure pressurisation and depressurisation system for the Deep Ocean Simulator is designed to safely increase and reduce vessel pressure using high-pressure pumps, control valves, and safety systems, ensuring precise pressure control, safe operation, and protection of test components during hyperbaric testing.
4.32	Parts and components	The High-pressure pressurisation and depressurisation system shall consist of the following components, but shall not be limited to those specified below • High-pressure pumps or hydraulic intensifiers • High-pressure pipelines and fittings • Pressure control and regulating valves • Isolation valves • Non-return valves • Pressure relief valves • Rupture discs • Pressure sensors and transmitters • Flow control valves and flowmeter for measurement • Pressure gauges • Discharge system • Control and monitoring system • Safety interlock system • Hydraulic and pneumatic system
4.33	Pressurizing and decompression & water fill	• Pressurizing: Facility to raise or decrease the internal test pressure in range of at least 1 to 60

	and drain pump	bar/minute. Anything better is also acceptable. Pressure built up rate/pressure ramp should be adjustable through control panel by the user • Decompression: Pressure decompression rate should be adjustable by manual or through control panel at 1 to 60 bar/minute or better. • Low pressure fill and drain pump: Suitable low pressure pump shall be provided by manufacturer for filling/draining of DOS vessel during operation • High pressure pump: Suitable high pressure pump shall be provided by manufacturer for pressurizing of high pressure medium
4.34	Mode of operation	Manual, Auto, pressure step up & down modes of pressurising and decompression operations
4.35	Instrumentation	The system shall include: • Pressure gauges – Minimum two numbers • Pressure transmitters – Minimum two numbers • Digital pressure indicators – Minimum two numbers • Temperature sensors – Minimum three numbers • Flow meter indicators – Minimum two numbers • Alarm indicators Instrumentation Requirements: • High accuracy • Suitable pressure rating Real-time monitoring capability • Power status – ON/OFF • Vessel open/close • Clamp open/close • LP pump fill/drain • HP pump pressurization/decompression • Right and left clamp engage/disengage • Water level in reservoir • Water level in vessel • Loading table position Data logging and acquisition for all operations and cycles Pressure display indicator near vessel (for safety), size 300 x 600 mm
4.36	Control System	The control system shall: • Provide manual and automatic operation – user-programmable • Control pressurisation rate • Control depressurisation rate • Monitor pressure, temperature and flow

		continuously • Provide alarm and shutdown functions • Maintain test pressure during holding period while power-off condition Control Features: • Programmable pressure profiles • Emergency shutdown system • Safety interlocks • Data logging capability with date, time, year and cycle • Electronic charts
4.37	Safety Features	The system shall incorporate: • Pressure relief valves • Rupture discs • Emergency depressurisation system • Over-pressure protection • Interlock system • Leak detection provisions Safety devices shall be designed to protect: • Personnel • Test specimens • Hyperbaric vessel and closures • Associated equipment
4.38	Materials	All components shall: • Be suitable for high-pressure cyclic operation • Resist corrosion from freshwater or seawater • Have high mechanical strength • Provide long service life Recommended Materials: • Stainless Steel (SS316/Duplex SS) • High-strength alloy steel • Marine-grade coatings where applicable
4.39	Optional Features	• PLC-based automated control, with recent version of a reputed make • Remote monitoring system • Pressure ramp programming by user • Data acquisition system • Redundant safety systems • UPS backup for emergency/power failure
4.40	Safety device	• The manufacturer to provide required safety devices, alarm, warning systems as per intended standard during operation and maintenance of the integrated system
4.41	Air venting	• Suitable venting arrangement should be provided for releasing of air inside the vessel during filling and draining operation

Hydraulic system for pressurisation and depressurisation system		
4.42	Hydraulic system	The hydraulic system for the pressurisation and depressurisation system shall be designed to provide reliable and controlled hydraulic power required for the safe operation of high-pressure pumps, intensifiers, and associated control valves of the Deep Ocean Simulator. The system shall comprise a hydraulic power unit (HPU), hydraulic pumps, reservoir, directional and pressure control valves, accumulators, piping and hoses, filtration units, cooling system, and necessary instrumentation for monitoring pressure, temperature, flow, and oil level. The hydraulic power unit shall be capable of delivering the required flow and pressure under continuous-duty operation while maintaining stable hydraulic performance and preventing pressure fluctuations or hydraulic shocks. Adequate filtration shall be provided to maintain oil cleanliness, and a cooling system shall be incorporated to maintain the hydraulic oil temperature within safe operating limits. The system shall include safety features such as pressure relief valves, emergency shutdown provisions, and interlocks to protect equipment and personnel during abnormal conditions. All hydraulic components shall be constructed from suitable materials to withstand high-pressure cyclic loading and ensure long-term reliable operation. The hydraulic system shall support both manual and automated control modes, enabling precise regulation of pressurisation and depressurisation sequences, along with continuous monitoring and safe operation of the hyperbaric testing process.
Pneumatic system for pressurisation and depressurisation system		
4.43	Pneumatic system	The pneumatic system for the pressurisation and depressurisation system shall be designed to provide reliable and controlled compressed air required for operating pneumatically actuated valves, regulators, and associated control components within the Deep Ocean Simulator.

		The system shall consist of air compressors, air receivers, air dryers, filtration units, pressure regulators, control valves, pneumatic piping, and necessary instrumentation for monitoring pressure, flow, and air quality. The pneumatic system shall ensure stable and continuous supply of clean, dry compressed air at the required pressure to enable smooth operation of pressurisation and depressurisation sequences. Adequate air filtration and drying systems shall be provided to remove moisture, oil, and contaminants to prevent corrosion and malfunction of pneumatic components. The system shall incorporate safety features such as pressure relief valves, isolation valves, and emergency shutdown provisions to ensure safe operation under normal and abnormal conditions. All pneumatic components shall be suitable for continuous-duty operation and constructed using corrosion-resistant materials. The system shall support both manual and automated control modes, allowing precise actuation of valves and reliable control of pressurisation and depressurisation operations within the Deep Ocean Simulator.
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Instrumentation and control system

4.44	Instrumentation and control system	The instrumentation and control system for the Deep Ocean Simulator shall be designed to provide accurate monitoring, control, and safe operation of all facility functions during pressurisation, depressurisation, filling, draining, and pressure-holding operations. The system shall consist of pressure sensors, pressure transmitters, temperature sensors, level sensors, flow meters, and associated signal conditioning devices to continuously monitor critical operating parameters of the hyperbaric vessel & closures and supporting systems. The control system shall include programmable logic controllers (PLC), human-machine interface (HMI) units, control panels, and data acquisition systems to enable automatic and manual control of pumps, valves, and safety devices. The instrumentation shall be capable of providing real-time data display, alarm generation, and trend recording to ensure precise pressure control and safe testing conditions. The system shall incorporate safety interlocks, emergency shutdown features, and redundancy where necessary to prevent unsafe
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		operating conditions such as over-pressurisation, excessive temperature, or system malfunction. All instrumentation shall be calibrated, suitable for high-pressure environments, and designed for reliable operation under cyclic loading conditions. The system shall support data logging, remote monitoring, and integration with facility safety systems to ensure efficient, reliable, and safe operation of the Deep Ocean Simulator.
4.45	Type	• Manual and automated testing through PLC or an Advanced system to be integrated with the facility for operation for both pressure testing and clamp lock movements • The control station consists of local, control room and remote operations • Local control should be part of the DOS system, and operation can be done visually • Operation should be carried out in the control room, inside or outside the DOS area. Necessary equipment, CCTVs and computers for the control room should be provided and installed by the bidder • In addition to the above, a remote-control operation should be provided for operations
4.46	Logger	• Continues logging of measured data should be programmed with the control unit (data transfer through UPS device) • Real time measurements (pressure vs time, temperature vs time, water level on reservoir vs time etc.) shall be displayed on the control panel in graphical format • Pressure test data should be available in readable format • Capable of generating online and offline reports
Safety grating and fencing in and around DOS		
4.47	Safety grating and fencing in and around DOS	Safety grating and fencing are essential components of the Deep Ocean Simulator to ensure personnel protection during high-pressure testing operations. These provisions are designed to restrict unauthorized access, provide safe walkways, and minimize the risk of injury from accidental failures or fluid discharge. The facility shall be equipped with robust safety fencing around the test area, constructed using high-strength materials such as steel mesh or welded panels. The fencing shall be of adequate height and strength to act as a protective barrier against potential debris or

		component failure during pressurization. Access gates shall be interlocked with the control system to prevent entry during active testing. Safety gratings shall be provided in areas where personnel access is required, such as around the vessel area and service zones. These gratings shall be of anti-slip type, corrosion-resistant, and designed to withstand operational loads. Open grating structures shall allow drainage of water during hydrostatic testing and prevent accumulation of fluids. Additionally, warning signage, emergency exit provisions, and proper illumination shall be incorporated within the fenced area to enhance safety and operational awareness. The overall design shall comply with relevant industrial safety standards and guidelines. Safety grating or mesh shall be provided by the manufacturer. Material should be Stainless steel
Necessary sensors for measurements		
4.48	Necessary sensors for measurements	The Deep Ocean Simulator shall be equipped with suitable sensors to accurately measure and monitor critical parameters during filling, pressurisation, depressurisation, and holding operations. The sensors shall be designed for high-pressure environments, provide reliable real-time data, and support safe and controlled operation of the facility. All sensors shall be compatible with the operating medium (freshwater or seawater) and shall be calibrated as per applicable standards.
4.49	Pressure Sensors/Pressure Transmitters	Pressure sensors shall be installed to measure DOS vessel pressure and system pressure during pressurisation and depressurisation. Typical Requirements: • Measurement of vessel internal pressure • Monitoring of hydraulic and pneumatic line pressures • High accuracy and stability • Suitable for high-pressure applications • Redundant sensors recommended for safety Typical Locations: • Hyperbaric vessel and closures • High-pressure pump outlet • Pressure lines • Safety relief system
4.50	Temperature Sensors	Temperature sensors shall be provided to monitor

		temperature variations within the vessel and system components. Typical Requirements: • Monitor water temperature inside the vessel • Monitor hydraulic oil temperature • Monitor compressor air temperature • Provide temperature compensation for pressure readings • High-accuracy sensor suitable for high pressure rating
4.51	Level Sensors	Level sensors shall be provided to monitor liquid levels in the vessel and reservoirs. Typical Applications: • vessel fill level monitoring • Water storage tank level • Hydraulic oil reservoir level • Drain sump level • High-accuracy sensor suitable for high pressure rating
4.52	Flow Sensors/Flow Meters	Flow meters shall be provided to monitor flow rates during filling, draining, pressurisation, and depressurisation operations. Typical Applications: • Fill line flow measurement • Drain line flow measurement • Hydraulic flow monitoring • High-accuracy sensor suitable for high pressure rating
4.53	Displacement/Position Sensors	Position sensors shall be provided where valve or actuator position feedback is required. Typical Applications: • Control valve position monitoring • Actuator stroke measurement • Safety valve position indication • High-accuracy sensor suitable for high pressure rating • Vessel open and closing
4.54	Strain gauge measurement	The manufacturer shall perform strain measurements on the cylinder and end lids during the final pressure testing at NIOT. The exact locations for the installation of strain gauges will be specified and communicated by NIOT prior to the commencement of testing. Additionally, the manufacturer shall provide suitable provisions on the outer surface of the cylinder for stress-strain measurements to facilitate structural

		health monitoring. These provisions shall enable the measurement of both axial and circumferential (tangential) strains during operation and testing.
4.55	Other features	All sensors shall: • Be suitable for high-pressure environments • Provide high accuracy and repeatability • Be corrosion-resistant • Be compatible with freshwater or seawater • Provide digital or analog output compatible with PLC/HMI systems and electronic chart recorder • Include calibration certificates • Be easy to maintain and replace
All required spare parts		
4.56	All required spare parts	The manufacturer shall supply all spare parts required for the installation, commissioning, routine operation, and maintenance of the system for a minimum period of three years. The scope shall include all recommended and essential spare parts required for the specified period of operation and spare parts list should be provided in technical bid. The manufacturer shall also provide all necessary special tools, tackles, and measurement/testing devices required for installation, operation, maintenance, and servicing of the system, suitably arranged in a separate carrier module/trolley box.
Control station – Remote control and direct control		
4.57	Control room	• The control room of the Deep Ocean Simulator is designed to enable safe and efficient monitoring and operation of high-pressure testing activities. It is strategically located at a safe distance from the test vessel and is separated by reinforced structures to ensure operator safety during high-pressure operations. • The control room is equipped with advanced instrumentation and control systems for real-time monitoring of critical parameters such as pressure, temperature, flow, etc. A centralized control system, typically based on PLC/SCADA, facilitates automated test sequences, data acquisition, and system control. All test data are continuously logged for analysis and reporting. • Visual monitoring is achieved through high-resolution CCTV cameras installed within the test area, allowing operators to observe the test remotely. Multiple display units provide live feeds of both process parameters and camera views. • Safety is a key aspect of the control room design. It

		includes emergency shutdown systems, alarm and interlock mechanisms to prevent over-pressurization, and integration with fire and gas detection systems. Communication systems such as intercoms and alarms ensure coordination between the control room and test area personnel. • The control room is ergonomically designed with operator consoles, user-friendly interfaces, and uninterrupted power supply to ensure reliable operation during long-duration tests. • Overall, the control room serves as the central hub for safe control, monitoring, and data management of hyperbaric testing operations. • The bidder should provide all necessary systems, equipment, electrical and instrumentation cabling, etc. NIOT will provide the required civil work and electrical power at the control. • Interfacing between the DOS 900 system and control room will be part of bidder scope
Feed through ports/connectors		
4.58	Feed-through port/connector facility	Equally spaced feed-through ports should be provided on the closures or cylinder, quantity: 16 nos. The orientation and location of the feed through ports on closures or cylinder shall be subject to concurrence and approval by NIOT prior to implementation. Feed-through port's thread type and flange type details will be provided by NIOT during manufacturing
4.59	Type	Pressure-rated flanges, along with suitable O-rings and fasteners, should be supplied with the system.
4.60	Quantity	• 16 nos. (Feed through ports/connectors of type thread – 8 nos. & flange – 8 nos. should be provided at least on the closures or cylinder) • 16 nos. of pressure rated dummy plug flanges should be supplied along with the system • Detailed specification of the ports for bulk head connectors will be provided during fabrication • Mounting hooks should be provided on the inside of cylinder, on the both closure lids for mounting and routing of test cables or ropes from the test components to the feed through ports • Provision for camera and light should be provided on the cylinder or on the both closure lids
Closed-circuit television:		
4.61	Closed-circuit television	Closed-circuit television (CCTV's) cameras network

		should be provided to monitor the engaging and disengaging & locking and unlocking of both closure lids, at various locations to control and monitor the operations from the control room; a minimum of eight CCTV's should be installed.
Test Component details:		
4.62	Mass of test component	Maximum 20000 kg in air
Design & test pressure:		
4.63	Design pressure	As per ASME or equivalent standard (to be specified in bid)
4.64	Test pressure	As per ASME or equivalent standard (to be specified in bid) and greater than or equal to 1.3 times working pressure (900 bar)
Test and trials		
4.65	Testing	The system shall undergo the following tests: • Hydrostatic pressure test - Cyclic test • Functional test • Leak test • Calibration of instruments • Safety system verification • Performance testing
Third-party certification:		
4.66	Approval agencies	ASME, DNV, LLOYDS, TUV or any other internationally IACS inspection agencies or equivalent agencies for design, assembly, integration, testing and acceptance of internal high pressure vessels
Inspection and Acceptance Test:		
4.67	Design stage inspection	The NIOT team shall review the detailed engineering design, manufacturing drawings, material selection, stress analysis, safety provisions, instrumentation architecture, and compliance with the technical specifications and applicable international standards at the OEM's premises. The visit shall be undertaken by NIOT at its own cost.
4.68	Site inspection/Factory Acceptance Test (FATs)	Site inspection/Factory Acceptance Tests (FAT) at OEM premises will be carried out by a Third-Party Inspection (TPI) agency, which shall inspect and verify the manufactured equipment, sub-systems, components (pressure vessel, hydraulics, electrical, pneumatics, equipment, sub-components, and associated systems for the DOS 900 system) and documentation, test certificates, and spare parts before dispatch. The NIOT team also visit the OEM premises during the final inspection of vessel parts, safety interlocks, installation and commissioning plan, pressure testing

		plan, and all components and associated parts apart from TPI agency. The team will also inspect workmanship quality, material traceability records, NDT reports, calibration certificates, and compliance with approved Quality Assurance Plans (QAP) and contractual specifications before dispatch of the system/components to NIOT. NIOT team will visit the OEM premises during the design stage, intermediate stages, and final inspection stage of the Deep Ocean Simulator project, as well as at other critical stages of the project, as deemed necessary. The visit shall be undertaken by NIOT at its own cost.
4.69	Site acceptance test (SAT)	The complete installation, integration, commissioning, performance testing, and final acceptance of the Deep Ocean Simulator 900 bar (DOS 900) of dia 2.8 x 3.0 m and the associated system shall be carried out at NIOT premises during Site Acceptance Testing (SAT) in the presence of TPI and NIOT officials. Further, training to NIOT officials (minimum five NIOT scientists/engineers for five days) shall be provided by the OEM after successful installation, commissioning, and operational testing at the site. Handover and completion certificate shall be provided by the bidder; after successful completion and training, NIOT will provide a satisfactory certificate.
4.70	Quantity	01 set (one)

5. Terms and Conditions

5.1 Deliverables

The entire system as per the specification, integration and commissioning of the complete system at NIOT as per the technical specification with spares (Ref ser 5.4).

Indicate here the inspection milestones and on acceptance or non-acceptance parameters/conditions (which will be by Third party and/or by NIOT).

Also mention of NIOT representatives being present for FATs/Inspection and authorised by the TPI if unable to attend.

5.2 Civil work

Civil construction requirements viz. building, cranes, trailers for local shifting, pneumatic line, water supply, power, etc., will be undertaken by NIOT on design, safety, foundation/pit requirements and manufacturing details being provided by the Bidder, within three months of LOI/Purchase Order/Contract, whichever is earlier.

5.3 Visit

The NIOT team will visit the OEM premises during the design stage, intermediate stages and final inspection stage of the Deep Ocean Simulator project for technical review, quality assurance, and progress monitoring activities.

During the design stage, the NIOT team comprises a minimum of three Scientists/Engineers/Administrators, will review the detailed engineering design, manufacturing drawings, material selection, stress analysis, safety provisions, instrumentation architecture, and compliance with technical specifications and applicable international standards. The visit will facilitate technical discussions with the OEM engineers to ensure that all operational, safety, and performance requirements of the Deep Ocean Simulator are properly incorporated before commencement of fabrication activities.

Further, the NIOT team comprises a minimum of five Scientists/Engineers will visit the OEM premises during the final inspection of vessel parts, safety interlocks, installation and commissioning plan, pressure testing plan, and all components and associated parts. The team will also inspect workmanship quality, material traceability records, NDT reports, calibration certificates, and compliance with approved Quality Assurance Plans (QAP) and contractual specifications before dispatch of the system/components to NIOT.

These visits are essential considering the criticality, complexity, and strategic importance of the Deep Ocean Simulator system operating under ultra-high-pressure conditions. The visits will help ensure design integrity, manufacturing quality, operational safety, timely execution, and successful implementation of the project.

5.4 Training

The successful bidder shall provide comprehensive training to a minimum of five NIOT Scientists/Engineers for five days on the following aspects during Site Acceptance Tests (SATs) at the successful bidder's manufacturing facility and the visit shall be undertaken by NIOT at its own cost. Subsequently, the training shall be provided to NIOT Scientists/Engineers during installation and commissioning of the Deep Ocean Simulator (DOS) at NIOT:

- (a) Operation and maintenance of the Deep Ocean Simulator (DOS), including troubleshooting procedures.
- (b) Electrical, control, and hydraulic systems associated with the DOS.
- (c) Safety systems and emergency response procedures.
- (d) Safety measures for equipment and personnel during pressure testing and qualification processes.
- (e) Repair and servicing procedures, including routine maintenance practices.
- (f) System start-up and shutdown procedures under normal and emergency conditions.
- (g) Calibration procedures for sensors, gauges, and instrumentation.
- (h) Preventive and predictive maintenance practices for mechanical, electrical, hydraulic, and control systems.
- (i) Fault diagnosis techniques and use of diagnostic software/tools, where applicable.
- (j) Handling, storage, and replacement of critical spare parts and consumables.
- (k) Pressure testing procedures, test sequence planning, and documentation requirements.
- (l) Data acquisition, monitoring, logging, and interpretation of test results.
- (m) Software operation, Human Machine Interface (HMI) usage, and control logic overview (if applicable).
- (n) Hydraulic oil management, filtration, contamination control, and fluid maintenance.
- (o) Inspection procedures for structural components, pressure vessels, pipelines, seals, and fittings.
- (p) Emergency recovery procedures in case of power failure, system malfunction, or abnormal pressure conditions.
- (q) Interlock systems, alarm handling, and safety shutdown systems.
- (r) Routine inspection checklists and maintenance documentation practices.
- (s) Safe handling of high-pressure systems and associated safety protocols.
- (t) Commissioning procedures and system performance verification.
- (u) System limitations, operating envelopes, and safe working conditions.
- (v) Decommissioning procedures and preservation methods during extended shutdown periods.

5.5 Spare parts

- (a) Recommended maintenance tools and spares, consumables, and repair kits as required for the DOS-900 system to be supplied, for at least three (03) years of trouble-free operation along with the system.
- (b) The required items to be assessed and provided by the bidder.
- (c) The list of items to be supplied as spares shall be provided along with the technical bid.
- (d) The mechanical toolbox for operation and maintenance shall consist of all necessary tools and tackles, measuring instruments including vernier calipers and micrometers, a non-contact laser distance measuring device, pneumatic torque wrenches, and other essential tools required for operation and maintenance of the system. All such tools, not limited to those listed above, shall be supplied along with the system

5.6 Package and Transportation

The whole system has to be packed in sea condition and to be shipped/ transported to NIOT. Third-party inspection is required during packing and for the safe transport of the item from the bidder's premises.

5.7 Documents

- (a) The bidder should provide the following documents in the Technical Bid for evaluation
- (i) Technical Compliance Statement – NIT SCC compliance against the tender technical specifications, clearly indicating any deviations.
 - (ii) Detailed Technical Proposal – Complete technical description of the proposed DOS 900 system, including its configuration, operating principle, mass budget, load table & fixture, dimensional envelope of individual components, and major subsystems.
 - (iii) General Arrangement (GA) Drawing - Overall dimensions, vessel dimensions, layout, major equipment and space requirements.
 - (iv) System Schematic – Schematic showing the pressure generation, pressurisation, depressurisation, piping, valves, instrumentation and control system.
 - (v) Applicable Codes and Standards – List of codes and standards proposed for the design, manufacture, testing and operation of the system.
 - (vi) Safety and Protection Features – Details of over-pressure protection, safety interlocks, emergency shutdown, pressure relief and other essential safety provisions.
 - (vii) Preliminary Project Schedule – Indicative schedule covering design, manufacturing, FAT, delivery, installation, commissioning and SAT.
 - (viii) Similar Experience – Details of completed similar high-pressure/deep-ocean simulator/hyperbaric facilities, including client, year of commissioning, maximum pressure and vessel size.
- (b) The bidder should provide two sets of documents in soft and hard copy, along with the supply, and not limited to the list below, for both systems.
- (i) Design document bringing out the details and material specifications of the vessel, lids, attachments, actuators, sensors and seals.
 - (ii) Design calculation and Finite Element Analysis (FEA) report –
 - Pressure vessel design calculations,
 - Material specifications and material certificates.
 - Design pressure, operating pressure and allowable stresses.
 - External/internal pressure calculations, where applicable.
 - Details of closures, seals, flanges and pressure-retaining components.
 - (iii) Calculation of fatigue life prediction of the facility includes life span assessment.

- (iv) Comprehensive drawings of all parts and design drawings, assembly drawings and sectional drawings (2D and 3D), both soft and hard copies.
- (v) that are supplied.
- (vi) Facility layout drawing (plan and elevation), hydraulic circuit drawing, pneumatic circuit drawing, pressure line drawing, electric circuit drawing & control circuit drawing.
- (vii) Foundation/loading requirements and service connections
- (viii) Control and Data Acquisition Details – Description of PLC/SCADA, HMI, pressure/temperature monitoring, data logging, alarm and event recording facilities.
- (ix) Technical Datasheets – Datasheets for the pressure vessel, high-pressure pumps, valves, pressure control system, instrumentation, PLC/SCADA and other major equipment.
- (x) Stress-strain measurement values at critical points during pressure testing of DOS 900 bar (working, design, design pressure and test pressure as per standard).
- (xi) Test & Certificate Reports (material, chemical, and mechanical properties, forging heat number, heat treatment, NDT (X-ray/Ultrasound), manufacturing/fabrication process, etc.).
- (ix) Spare Parts and Special Tools
 - Recommended spare parts list.
 - Quantity and validity period.
 - Special tools and tackles required for operation and maintenance.
- (xii) Third-party inspection reports for all stages.
- (xiii) Quality Assurance / Quality Control Plan (QA/QC)
- (xiv) Factory Acceptance Test (FAT) Procedure
- (xv) Site Acceptance Test (SAT) / Commissioning Procedure
- (xvi) Reliability and Life-Cycle Information
- (xvii) Operations manual including preliminary operation, alarms and troubleshooting.
- (xviii) Maintenance & repair manual.
- (xix) Bill of materials and spare parts catalogue.
- (xx) Controller software copy.

5.8 Import approvals/any licenses:

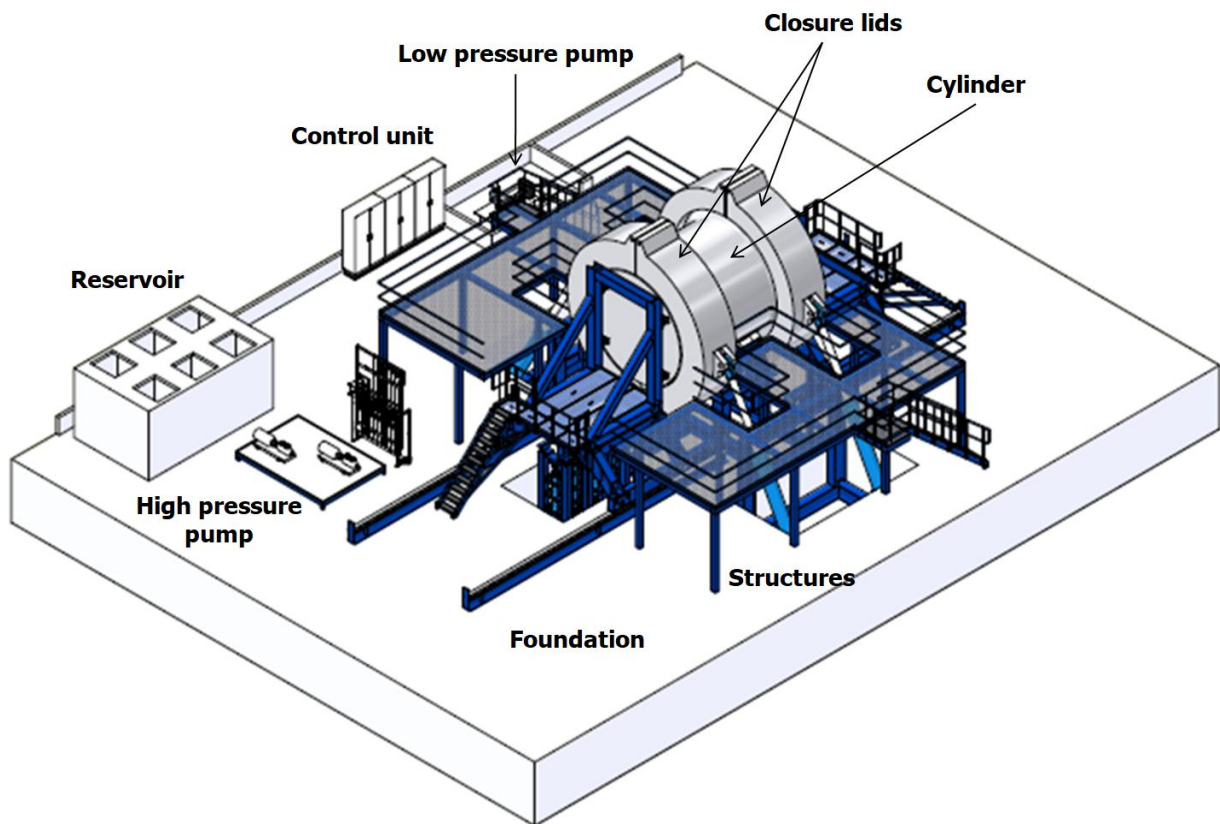
Import approvals/any licenses under the Petroleum & Explosives Safety Organisation (PESO)/equivalent will be taken up by the bidder for the system.

5.9 Maintenance support:

Lifetime free online support to be provided for upkeep, update and repair of the control and operation software through remote access, as and when requisitioned.

Appendix-1
(Enclosure to NIT SPECIAL CONDITIONS OF THE CONTRACT - SCC)

Schematic of DOS 900 bar



PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____, between on one hand, the President of India acting through **Prof. Balaji Ramakrishnan**, Director, NIOT, Ministry of Earth Science, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and represented by Shri _____, (hereinafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes a service for **"Deep Ocean Simulator 900 bar (DOS 900)"** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudices dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantages from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give,

directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defect stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies ACT 1956.

The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount **INR. 70 Million or Equivalent USD** as Earnest Money/Security Deposit, with the buyer as per the following instruments:

- i) A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payments.

- ii) Any other mode or through any other instrument (to be specified in the RFP)

The Earnest Money/Security Deposit shall be valid till submission of performance security. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption ACT, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8.Independent External Monitor

- 1)The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2)The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3)The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4)The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5)The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6)As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations.
- 7)Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, Refrain from action, or tolerate action. The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

The validity of this Integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this pact turn out to be invalid; the remainder of this act shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ NIOT Chennai on

THE DIRECTOR

National Institute of Ocean Technology
Ministry of Earth Sciences

BIDDER

M/s.

Witness

1. _____

2. _____

1. _____

2. _____

Annexure – 3
(Enclosure to Notice Inviting Tender for DOS 900 (NIT))
Consortium agreement

This Consortium Agreement ("Agreement") entered into at Chennai, India on this day of 2024

BY AND BETWEEN

M/s. _____, an entity constituted in accordance with the laws of [Name of the Country] and having its Office at _____, acting through its duly authorized representative, Mr./Ms. _____

[Please insert name and designation] (hereinafter referred to as the 'First Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the First Part;

AND

M/s. _____, an entity constituted in accordance with the laws of [Name of the Country] and having its Office at _____, acting through its duly authorized representative, Mr./Ms. _____

[Please insert name and designation] (hereinafter referred to as the 'Second Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the Other Part.

WHEREAS National Institute of Ocean Technology, being a Society incorporated under the laws of Government of India and having its Registered Office at NIOT Campus, Velachery - Tambaram Main Road, Pallikaranai, Chennai – 600 100, Tamilnadu, India (hereinafter called "NIOT") had invited bids for Deep Ocean Simulator 900 bar (DOS 900) as per tender specification and terms and conditions for NIOT, Chennai. (hereinafter called the "Project") and the bid conditions require that the bidder bidding for the same should form a Consortium for bidding as well

as executing the Project.

AND WHEREAS the Parties of the First and Second Parts jointly satisfy the eligibility criteria laid down by NIOT for participating in the bidding process by forming a Consortium between themselves.

The Parties hereby form such a Consortium subject to the following terms and conditions and this Agreement shall form a part and parcel of the Agreement for a Deep Ocean Simulator (DOS) as per tender specification and terms and conditions for NIOT, Chennai. if and when awarded to the Parties hereto:

1. Object:

The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit their bid and in case the Agreement for a Deep Ocean Simulator 900 bar (DOS 900) awarded for execution of the Project by NIOT, to take up the same and implement it as per its terms.

2. Exclusivity:

The Parties herein agree that no party shall withdraw from this Agreement at the time of bidding as well as during the execution of the Project and the Agreement for a Deep Ocean Simulator 900 bar (DOS 900) – if awarded) for any reason, whatsoever, without the prior written approval and consent of NIOT.

The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by NIOT for awarding the Deep Ocean Simulator 900 bar (DOS 900) including signing contract with all stake holders/foreign principal in the execution of this Agreement and the above-mentioned Agreement for Deep Ocean Simulator 900 bar (DOS 900).

3. Project Coordinator:

After the bidding process, if the contract is awarded to the Parties herein

as a Consortium, the Parties hereby agree that the Party of the First Part shall act as the Lead Partner for self and on behalf of the other parties and shall enter into and execute the Agreement for Deep Ocean Simulator 900 bar (DOS 900) for itself and on behalf of the other parties. The parties herein further declare and confirm that they are jointly and severally bound to NIOT for execution of the Agreement for Deep Ocean Simulator 900 bar (DOS 900) in accordance with its terms and shall jointly and severally be liable to NIOT to perform all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Partners of the Consortium.

4. Responsibility and Obligations of the Parties:

The responsibilities and obligations of each of the Parties herein shall be as delineated in Annexure - I to this Agreement. In line with the past experience and specialization of the Parties herein each Party will be responsible for the work allocated to them as per Annexure - I aforesaid. It is agreed that the financial responsibility of the works identified in Annexure - I shall be as described against each item by respective consortium partner. It is further agreed that the above-mentioned sharing of responsibilities and obligations shall not in any way be a limitation to the joint and several responsibilities of the Parties herein to NIOT under the project or the Agreement Deep Ocean Simulator 900 bar (DOS 900) (if awarded by NIOT).

5. Cooperation:

The Lead Partner undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement for Deep Ocean Simulator 900 bar (DOS 900) (if awarded by NIOT). The Lead Partner undertakes to provide NIOT with all information at its disposal for due performance of the Agreement for Deep Ocean

Simulator 900 bar (DOS 900), (in case the same is awarded by NIOT). The Parties herein also undertake to inform in time each other and NIOT regarding any financial problems or other impediments which may have an impact on the timely execution of the Project or performance of the Agreement for System configuration, supply, installation, commissioning, and operational training of a Deep Ocean Simulator 900 bar (DOS 900) ,(if awarded by NIOT) and shall take all remedial measures to ensure successful performance of all the obligations of the consortium hereunder and under the Agreement for Deep Ocean Simulator 900 bar (DOS 900), (if awarded by NIOT).

Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and the Agreement for Deep Ocean Simulator 900 bar (DOS 900) and each Party shall pay its own taxes and make other statutory and mandatory payments/taxes/duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement and the Agreement for Deep Ocean Simulator 900 bar (DOS 900), (if awarded by NIOT).

The Lead Partner shall be responsible to maintain contact with NIOT and request clarification, guidance or advice whenever needed. The other Parties herein shall route all their requests with regard to clarification and guidance through the Lead Partner.

6. Conflict of Interest:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project or the Agreement for Deep Ocean Simulator 900 bar (DOS

900), (if awarded by NIOT) and also to identify any conflict of interest so that NIOT can consult with the Lead Partner and other Parties to sort out such conflicts.

7. Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement or the Agreement for Deep Ocean Simulator 900 bar (DOS 900), (if awarded by NIOT) or any shortfall in the execution of the Project (if awarded by NIOT) meeting the guaranteed performance/parameters as per technical specifications/documents relating to the Tender or the Agreement for Deep Ocean Simulator 900 bar (DOS 900), (if awarded by NIOT), the Lead Partner as well as the other Parties undertake to promptly make good such loss or damage on NIOT's demand without any demur. NIOT shall have the right to proceed against any one of the Parties herein in this regard and it shall neither be necessary nor obligatory on the part of NIOT to proceed against the Lead Partner before proceeding against the other Parties herein.

8. Assignment:

The rights and obligations of First and Second Participant Member under this Agreement shall not be assigned to any third party without the prior written consent of NIOT.

9. Employers' responsibility:

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

Roles and Responsibilities:

The role and responsibilities of each of the consortium partners to be indicated as Appendix I.

10. Insurance:

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

The bidder shall obtain and maintain insurance policies for self and his subcontractors of adequate value for its personnel, property, to cover workmen's compensation insurance as per law, employers liability insurance for bodily injuries & occupational diseases, comprehensive general liability insurance for bodily injuries and property damages to cover legal liabilities in India to third parties in respect of third party property damage or loss or personal injury or death of any third party in connection with the work and copies of such policies shall be provided to NIOT for review.

11. Applicable Law:

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Chennai shall have the exclusive jurisdiction in all matters arising hereunder.

12. Further documents:

To meet the requirements of bid documents or any other stipulations of NIOT, if it becomes necessary to execute and record any other documents amongst the Parties to this Agreement, the Parties herein undertake to do the needful and to participate in the same for the performance of the said Project (if awarded).

13. Part of Contract:

It is further agreed by the Parties herein that this Consortium Agreement shall be irrevocable and shall form an integral part of the Agreement for Deep Ocean Simulator 900 bar (DOS 900), (if awarded) and shall continue to be enforceable against the Parties herein by NIOT till the terms of the Agreement for Deep Ocean Simulator 900 bar (DOS 900) (if awarded) are fulfilled. It shall be effective on the date first mentioned above for all purposes and intends.

IN WITNESS WHEREOF, the Parties herein have through their respective authorized representatives have executed these presents and affixed their hands and common seal of the respective companies on the day, month and year aforementioned.

For M/s. _____ (To be signed by
all Consortium partners duly indicating their designation and
official seal)

WITNESS

Name:

Designation:

Annexure – 4
(Enclosure to Notice Inviting Tender for DOS 900 (NIT))

NON-DISCLOSURE AGREEMENT

Title of the Contract : _____

Principal Employer : National Institute of Ocean Technology, NIOT Campus, Velachery-Tambaram Main Road, Narayanapuram, Pallikaranai, Chennai – 600 100 under the command of the Ministry of Earth Sciences, Government of India hereafter NIOT

Bidder : _____

Employee : _____

THIS AGREEMENT is executed at _____ on this the _____ day of _____ 20 _____,

BY AND BETWEEN

(herein after referred to as the "Bidder") which expression shall, unless repugnant to the context or meaning thereof, include their successors, authorised representatives as detailed in their agreement with the principal employer NIOT.

AND

_____ son/daughter/wife of _____
_____ aged about _____ years occupation _____
_____ resident of _____
_____ hereinafter referred to as Employee which expression shall , unless repugnant to the context or meaning thereof, mean the employee acting personally and all his assets wherever remaining.

As an employee and therefore a member of the research team operating on the subject project * _____ *, employee understands that he may have access to confidential information including but not restricted to such information about content, material used, options engaged or employed, parameters of testing, study material, test results, options available and used or rejected, etc., and participants, consultants, products and processes involved, in or for the project etc. By signing this statement, employee is indicating his understanding of his responsibilities to maintain confidentiality and agrees to the following:

Employee understands that names and any other identifying information, and any and all information including but not restricted to information about content, material used, options engaged or employed, parameters of testing, study material, test results, options available and used or rejected, which includes: technical information, know-how, show-how, copyrights, models, patterns, drawings, specification, prototypes, inventions, etc., that may be developed in association with or in any way directly related to the project, and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by the project members and participants, consultants, products and processes involved, etc. in or for the project are completely confidential; the employee shall regard information pertaining to the research project as confidential even if there is no explicit indication of such. The same without restriction is as a generic term hereafter identified by the expression "such information".

Employee agrees not to copy, retain, acquire, divulge, publish, disseminate, store, or otherwise deal with, and/or make known to unauthorized persons or to the public any such information obtained or becoming known to employee in the course of this project.

Employee is aware all such information obtained or accessed by or becoming known to him in the course of his work is and shall remain confidential. He agrees not to copy, retain, acquire, divulge, publish, disseminate, store, or otherwise deal with, and/or make known to unauthorized persons or to the public any such information, unless specifically authorized to do so by approved protocol signed by the principal employer NIOT or acting in response to applicable law or final court order of a court beyond which in India there is no further right of appeal, revision or review, by whatever name called.

Employee understands that Employee is not to read such information, or any other confidential documents, nor ask questions from any other participants for his own personal information but only to the extent and for the purpose of performing his assigned duties on this project.

Employee agrees to notify the principal employer as well as his immediate superiors in the bidder immediately should he become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on his part or on the part of another person.

Title to all inventions, discoveries and/or developments made during and/or resulting from the project shall reside in NIOT including but not limited to copyrights, patents and industrial designs made jointly by bidder and principal employer, resulting from the project shall reside only in NIOT the principal employer.

It may be necessary for employees to disclose to or exchange with each other such information in which case the disclosing party shall advise the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall be bound by this same agreement and shall not, unless specifically permitted in writing by the principal employer, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than authorized Personnel for fulfilling the purpose of the project. The disclosure to any authorized Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations of the project.

Employee will maintain the privacy and confidentiality of all such information and understands that unauthorized disclosure of such information is an invasion of privacy, breach of contract, and offence, and shall result in disciplinary, civil, and/or criminal actions against him.

Employee will not disclose information or information to anyone other than those to whom he is authorized in the course of his duties only, to do so.

Employee will access information only for the purposes for which he is authorized explicitly. On no occasion will he use such information or any project data, including personal or confidential information, for his personal interest or advantage, or for any other business purposes including of any commercial or research enterprise.

Employee will comply at all times with the bidder's information security policies and confidentiality code of conduct of government agencies handling confidential information and data.

Employee is specifically informed that the references to personal, confidential and sensitive information in these documents are for his information, and the expressions are not intended to replace his obligations under the statutory law including but not restricted to the Official Secrets Act.

Employee understands that where he has or may be given access to confidential information he is and shall remain under a duty of confidence and would be liable under common law for any inappropriate breach of confidence in terms of copying, retaining, acquiring, divulging, publishing, disseminating, storage, or otherwise dealing with, and/or making known to unauthorized persons or to the public or any third parties if he were to access more information than that for which he has been given approval or for which duly obtained consent is in place. Should the employee's employment be terminated or his work in relation to the project discontinued for any reason, Employee understands that he will continue to be bound by this signed Confidentiality Agreement.

This agreement shall be enforceable by the principal employer directly against the employee if in the opinion of the principal employer the situation so warrants and also at the instance of the bidder against the employee. The principal employer shall stand entitled to restrict the employee from engaging in any acts that may be prejudicial to the maintenance of such confidentiality, and may potentially cause a leaking of such information, regardless of whether

there be any other relief possible or sought or otherwise, and any and all steps taken by the principal employer against the employee shall be at the sole risk, of the employee found to have attempted to breach this agreement or to have attempted to do so, as to all costs and consequences of enforcement hereof and effects of such enforcement. De hors that, in case of actual breach the full adverse impact thereof shall be recoverable from the employee concerned and in terms of vicarious responsibility, the bidder.

In the event of any dispute as regards the agreement, its effect, operation, interpretation of any clauses thereof, its alleged breach, consequences, etc., whether during the project period or thereafter, the same shall be referred to arbitration at the hands of an arbitrator selected in accordance with the arbitration selection procedure detailed in the agreement between the principal employer and the bidder, with proceedings being held at such place as such arbitrator shall decide. Applicable Law shall be Indian Law.

EMPLOYEE Signature Date Printed name

Bidder's authorized Signature Date Printed name

Annexure – 5
(Enclosure to Notice Inviting Tender for DOS 900 (NIT))

Bidder Qualification Criteria

**Form 3: Technical Specifications and Quality Assurance -
Compliance**

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]
DA: Relevant documents like technical data, literature, drawings, and other documents

Form 4: Qualification Criteria - Compliance

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name: _____

[Address and Contact Details]

Bidder's Reference No.: _____ Date: _____

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.

1. Location of the manufacturing Factory
2. Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
3. Details of arrangement for quality control of products such as laboratory etc.
4. Details of Technical Supervisory staff-in-charge of production and quality control
 - (a) Skilled labour employed.
 - (b) Unskilled labour employed.
 - (c) The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
5. Installed production capacity of item(s) quoted for, with the existing plant and machinery.
 - (a) The installed monthly production capacity for ----- and the type of -----
 - (b) What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month.
 - (c) Average monthly production of ----- during the last 10 years on a single shift basis
 - (d) Existing order on hand for -----
6. Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Form 4.1.
7. Details relating to Section VIII: Qualification Criteria: _____
8. Documents Attached supporting the compliance to qualification criteria:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: As above, if any

Form 4.1: Performance Statement

Statement of Supplies During Last Ten Years and Outstanding Current Orders
(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name: _____

[Address and Contact Details]

Bidder's Reference No.: _____ Date: _____

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date - ----

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: Performance records/ contracts

Form 5: Terms And Conditions - Compliance

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name: _____

[Address and Contact Details]

Bidder's Reference No.: _____ Date: _____

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section. Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

Form 6: Check-List for Bidders

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name: _____

[Address and Contact Details]

Bidder's Reference No.: _____ Date: _____

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not override or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 3: Technical Specifications and Quality Assurance - Compliance	
2.	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
3.	Form 4: Qualification Criteria - Compliance	
4.	Documents Attached supporting the compliance to qualification criteria	
5.	Form 4.1: Performance Statement	
6.	Documents/ contracts supporting the performance statement	
7.	Form 5: Terms and Conditions - Compliance	
8.	Documents if any at the option of Bidder, supporting deviation	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]