
 <b>NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</b>		<b>NOTICE INVITING TENDER (NIT)</b>				
		Form No.	NIOT/S&P/NIT			
Tender No		NIOT/HVT/1178R/2022-23				
Issued To		<b>Supply of Eductor for Hydraulic Lift of large particles in sub sea application</b>				
Earnest Money Deposit (EMD)		<b>INR 1,24,000 OR USD 1,500</b> <b>a) Scanned copy of the instrument of the EMD to be uploaded in NIC portal</b> <b>b) Original EMD shall be sent through courier/speed post or dropped in the tender box in person</b>				
Tender Issue date		<b>2.2.2023 (Open tender -Two Bid (Global tender).</b>				
Pre Bid meeting date		<b>8.2.2023 at 11 am (through webex)</b>				
Tender Closing Date and Time		<b>24.2.2023 at 11 am</b>				
Tender Opening Date and Time		<b>24.2.2023 at 11.30 am</b>				
Tender documents available place		Tender documents can be freely downloaded from <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> website & <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.				
Bidding Type & Tender submission		Two Bid Tender comprising of Techno- commercial Bid and Price Bid (BOQ) should be uploaded separately electronically through NIC portal <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>				
Help manuals for e-Tender		0120-4001002,0120-40001005,0120-6277787 <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>				
Send your queries to the email Ids	Up to Tender finalisations	<a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>				

### **Bid Preparation and Tender Submission Procedure**

Bidders may download the help documents and Bidders manual kit and FAQ from [www.eprocure.gov.in/app](http://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\[at\]nic.in](mailto:cppp-nic[at]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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.
- c) For any policy related matter / clarifications pl contact [cppp-doe\[at\]nic.in](mailto:cppp-doe[at]nic.in) - managed by Dept of Expenditure, Min 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.

24 X 7 help desk details of eProcurement Portal is mentioned below:

Help Desk No. 0120-4200462, 0120-4001002, 0120-4001005

Mobile: 91 8826246593

E-Mail: [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

Web Site: [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

## 1. INTRODUCTION

National Institute of Ocean Technology (NIOT) is the technical arm of the Ministry of Earth Sciences, Government of India and is involved in developing technology for utilizing ocean resources in an eco- friendly manner. Tender is invited to submit a proposal for the supply of **Eductor for Hydraulic Lift of large particles as per specification mentioned in the SCC.**

### General Conditions of Contract (GCC)

National institute of Ocean invites E-bids for the Supply of **Eductor for Hydraulic Lift of large particles** at NIOT Chennai as per specification mentioned in the SCC.

**1. Submission of Bids :** Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid (BOQ) as Part-2 should be submitted electronically through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized register with. The bid/quotation cannot be submitted without DSC. Bidders are advised to submit their quotation in two Parts, **No manual tender is acceptable.**

**Part-1 should contain Techno-Commercial Bid and [duly signed blank price bid \(without indicating the cost\)](#).** All documents to be submitted for tender to be uploaded in the 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 and applicable taxes. 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 Digital Signature (DSC) has to be obtained. If you are a regular supplier of NIOT it is requested to register your company with portal and to procure if not owned already.

This NIT shall form part of the purchase order.

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

applicable.

**2. Pre Bid meeting:** Pre bid meeting shall be held **8.2.2023 at 11 am (through webex)** through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email to [hvt@niot.res.in](mailto:hvt@niot.res.in). The meeting link will be uploaded as a corrigendum. A Corrigendum will be issued based on pre-bid meeting clarifications and shall form part of the NIT.

### **3. PRE-QUALIFICATION**

#### **(a) Technical Criteria**

The supplier shall minimum 3 years of experience in supply of similar specification of particles transport for subsea applications for 4000m water depth. The supplier shall must have proven track record of supplying eductor which can take solid powders/granules as suction medium. Purchase order and GA drawing of previous experience to be submitted along with the bid.

Absence / non submission of documentary evidence of any of the above may lead the tender to be non responsive / invalid.

Compliance sheet needs to be filled in as sought for. If compliance sheet is not duly filled in and submitted along with necessary supporting documents, your tender is liable for rejection.

### **INSTRUCTION TO BIDDERS**

**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 vendor requires any clarification on the bid, the query may be mailed to / [hvt@niot.res.in](mailto:hvt@niot.res.in) before 72hrs 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 Vendor is not successfully discharging their contractual

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

**8. Guaranteed time of delivery** – specific performance of contract; The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the item should be delivered within 8 weeks from the date of order. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the contract is delivered. The contractor should adhere the delivery schedule indicated above.

**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 Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD as appropriate.

**10. Delay in Completion / Liquidated Damage (LD):**

If the supplier shall fails to deliver the systems / components within the time specified in the Purchase order, NIOT shall recover from the purchase order as liquidated damages a sum of 0.5% of the purchase order price of the undelivered systems / components for each calendar weeks of delay. The total liquidated damages shall not exceed 5% (five percent) of the purchase order price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

**11. Goods:** Goods should be supplied only on receipt of the purchase order from NIOT.

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

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

**14.One Bid per Bidder:** A firm shall submit only one bid either individually or as a consortium/ joint venture. A firm that submits either individually or, as a member of a consortium/joint venture, more than one bid will result in rejection of all the bids.

### **BIDDING CONDITION**

**15.Dead line 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 the due date/extended 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 tender 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 he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the services/work to be done; local conditions and other factors bearing on the execution of the works.

**21.Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of 90 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 additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the

specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

**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 1,24,000 or USD 1500 in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks drawn in favor of the Director NIOT.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (CPP portal permits all the bidder to modify/ withdraw their bid before bid closing date/time).

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

**EMD may be forfeited:**

- (a) If a bidder withdraws, modifies for provided unsolicited off involuntarily revising the price in what so every aspect, its bid during the period of bid validity specified by the bidder on the bid form; or
- (b) In case of a successful bidder, fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security.

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

- (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) 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)

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

**25. Signing of bids:** Each page of the tender document shall be digitally signed by 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.

**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 TENDERER SHALL SUBMIT TECHNICAL& COMMERCIAL COMPLIANCE SHEETS and BOQ 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:** Payment will be released within 30 after receipt & acceptance of items at NIOT on submission of original invoice and other deliverable as per the contract. No advance payment will be made.

**29.Taxes and duties:**

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

**Customs Duty:** As per notification number .51/96 (customs) dated 23.7.1996; and further notification by GOI, NIOT is entitled to pay the custom duty at the rate of @ 24.49%.(presently) Customs clearance will be done by NIOT and payment of customs duty at rate mentioned above and customs cleared including inland transportation will be done byNIOT.

**Deductibles:**

- a) Deduction of Indian Income Tax Deduction at Source for the Indian bidders: TDS will be deducted as applicable for service portion. Valid Permanent Account Number (PAN) is mandatory.
- b) Deduction of GST TDS for the Indian bidders:  
GST-TDS is deductible on supply of goods or services in respect of Intra - State supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2% (IGST) from the payment made or credited to the supplier of taxable goods orservices or both when the contract value is above Rs.2, 50,000/-.

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

**30. Performance Security:** The successful bidders should deposit 3% of the item value as Performance Security within 2 weeks from the date of issue of Purchase order. 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 Contractor in terms of the Contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order and forfeit the EMD / Bid security.

Bank Guarantee shall be as per prescribed format issued by a Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of Contract by the Contractor 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.

### **32. Risk and Insurance**

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the Contract before expiry of such period, NIOT is entitled to cancel the Contract and source remaining items from any parties the stores not delivered at the risk and cost of the defaulting Contractor. No

payment claimed for any part supplies made.

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

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

The Bidder/Contractor shall take out and keep in force, adequate insurance in respect of their own as well as hired 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 Contractor to the insurable value of such constructional plant, equipment and other things. NIOT shall have no liability whatsoever in this regard. NIOT shall not consider any claim whatsoever, hence Bidder/Contractor shall assess all possible risks and take adequate all risk insurance cover including transit insurance. General terms and conditions for tender submission & evaluation

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

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

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

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 Price Bids. Foreign bidders may kindly note that NIOT shall not entertain engagement

**33.Warranty:** The Contract warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The

contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the contractor that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty should be minimum for the period for 12 months after acceptance of item. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Contractor letter head. If the Manufacturer standard warranty is more than 12 months the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

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

**35. Force Majeure:** For purposes of this Clause, "Force Majeure" means an event beyond

the control of the Contractor and not involving the Contractor's =fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**36. 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

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

- a) Costs of goods/ services covered in this Contract.
- b) Taxes and duties
- c) Transportation and packing cost (Sea/Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- d) Cost of handling, documentation, freight, insurance from Contractor's warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation.
- e) Cost towards third party inspection as set forth in the Contract for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Contract strictly as per price bid format of tender.

**38. Arbitrations/Disputes:** In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitration shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

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

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

**40. 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.

**41. 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 be 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 (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any 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:

- a) Name of the Agent
- b) Agency Agreement between the Seller and the agent giving details of their Contract obligation
- c) PAN Number, name and address of bankers in India and abroad in respect of Indian

agent

- d) The nature and scope of services to be rendered by the agent and
- e) Percentage of agency commission payable to the agent.

Agency Commission Payment: Indian Agency commission shall be paid as per prevalent guidelines of Govt. of India, which stipulates payment of agency commission generally after release of all other payments have been made to the OEM/ Principal in terms of the 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.

#### **42.Fundamental Principle of Public Buying:**

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



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

**43. 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.

#### **44. Eligible Bidders**

- a) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- b) The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurements shall be ineligible for participation in the bidding process.

#### **45. 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.

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

**45.2.** The purchaser requires that the bidders, suppliers 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:

Sr. No.    Term    Meaning

##### **(a) 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.

##### **(b) Fraudulent practice**

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

##### **(c) 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.

##### **(d) 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.

##### **(e) 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

##### **(f) 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

**(g) 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

45.3. 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.

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

45.5. Obligations for Proactive disclosures

a) The Purchaser as well as bidders, suppliers, 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.

b) 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.

c) 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.

45.6. 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/supplier, 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:

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

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

b) If a purchase order has already been awarded

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

c) Provisions in addition to above:

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

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

46.1. 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.

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

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid ; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

#### **47. 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

#### **48. Confidentiality**

48.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of purchase order award, shall not be disclosed to bidders or 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.

48.2. 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.

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

49.1., 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.

49.2. 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**

49.3. 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.

49.4. 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.

49.5. 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.

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

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

50.1 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.

50.2 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.

50.3 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.

50.4 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.

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

- (a) Determination of the need for procurement;
- (b) Selection of the mode of procurement or bidding system;
- (c) Choice of selection procedure;

Provisions limiting participation of bidders in the procurement process;

- (i) The decision to enter into negotiations with the L1 bidder;
- (ii) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- (iii) 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 vendor/contractor; and
- (iv) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

If the Supplier 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.

Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier 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.

**52.Termination of contract by NIOT:**NIOT retain the right to terminate the contract in case of violations of any of the terms of the contract by giving 15 days notice to the contractor. Upon such termination, the contractor shall not be entitled for any payment of consideration apart from NIOT"s right to take any lawful action to protect public interest. The purchase order placed will be cancelled and the security Deposit or any other Bank Guarantee amount will be forfeited.

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

- i.** breach of this Agreement by the Contractor
- ii.** Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii.** violation or contravention of any Legislation on the part of the Contractor
- iv.** any negligence or wilful misconduct of Contractor, which violates any provision of this Agreement
- v.** Infringement of any intellectual property belonging to any third party by the Contractor
- vi.** any breach of an agreement or understanding between Contractor and any and all Third Parties due to which a liability arises on NIOT.
- vii.** any claim that any representations or warranties contained herein are not true or any breach thereof
- viii.** any loss or damage caused by the Contractor to NIOT, its personnel or property
- ix.** any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen
- x.** breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi.** any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation.

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

**54.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.

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

The import quotation should be in DAP (Delivery at Place), NIOT, Chennai Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per International standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsibility of customs clearance, payment of customs duty and inland transportation to NIOT will be done by NIOT.

#### **56.Import and Export Licenses**

If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

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

**57.Currency of the bid:** Currency once quoted will not be allowed to change.

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

**59.Bank charges:** All Bank charges inside India to NIOT account and all Bank charges outside India to Purchase order account only.

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

**61. Third Party Inspection:**

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

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

**62. Payment:** As per standard terms payment for import will be made through Wire Transfer/ Irrevocable Letter of Credit within 30 days to be opened through our Banker after supply, acceptance of items at NIOT. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. NO ADVANCE PAYMENT WILL BE CONSIDERED .

**63. 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.

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

**65. Customs Clearance:**

1. All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx.

\$ 75)per day shall be levied by Indian customs for the delay of first three days.  
Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond threedays of arrival of the vessel or aircraft.This has come into effect on 31.03.2017.

Customs duty on bill of entry to be paid on the same day failing which penal interest payableon customs duty.

Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note thischanges and ensure that all/ complete documents (1. Airway bill, 2.Invoice copy 3. PackingList 4. Insurance Copy) at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from payment due.

**66.Termination of Contract by NIOT:** NIOT retain the right to terminate the purchase order in case of violations of any of the terms of the purchase order by giving 15 days notice to the purchase order. Upon such termination, the purchase order shall not be entitled for any payment of consideration apart from NIOT's right to take any lawful action to protect publicinterest. The LOI/ Purchase order placed will be cancelled and the Performance security BG or any other Bank Guarantee amount will be forfeited.

#### **67.Conflict of Interest:**

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

(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 inconflict withits prior or current obligations to other clients, or that may place it in a positionof not being able to carry out the assignment in the best interests of the NIOT / Authority

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

interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of 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 Applicant is also a constituent of another Applicant; or

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

(iv) Such Applicant as the same legal representative for purposes of this Application as any other Applicant; or

(v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's

information about, or to influence the Application of either or each of the other Applicant; or (vi) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NIOT/ Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(vii) A firm which has been engaged by the NIOT/ Authority to provide goods or works or

Services for a project, and its Associates, will be disqualified from providing

consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

#### **68. Clarifications**

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

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

**69. Preference to Make in India :** As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce, Class-I and Class-II Local suppliers are eligible to bid (as specified in Clause- 1.30.3 and Chapter-9: Part-A of Tender Document).

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

Sl. No	Particulars	Yes	No	Page Ref
1	Whether EMD for <b>INR 1,24,000 or USD 1500/=</b> scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the cPPP portal along with the other documents.			
3	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the order acceptance within 15 days from the date of receipt of the purchase order?			
5	Whether submission of 3% of the contract value as Performance Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable?			
7	Whether quote is valid for 90 days from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender is complied with?			
9	Whether INCOTERM DAP NIOT Chennai is complied with?			
10	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
11	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
12	Whether liquidated damage as specified in the NIT accepted unconditionally?			
13	Whether the delivery period ( <b>8 weeks from the date of acceptance of the order</b> ) is acceptable as per the tender.			
14	Whether the warranty period (minimum 12 months) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Supply of Eductor for hydraulic lift of Particles**

**Technical specification**

Sl.No	Description of item	Quantity
1	Eductor for hydraulic lift of particles The supplier shall provide GA drawings along with the quote (Including pump with hydraulic motor end fittings and datasheet as a complete set with operating manual)	1 Set
<b>The Unit will be used at sub sea @ 4000 m water depth</b>		

**Technical compliance sheet (To be filled by the bidder)**

A	MOTIVE CONDITION	Complied / Not complied
1	Motive fluid	Water
2	Discharge flow	100 m <sup>3</sup> /hr
3	Motive pressure	10 bar (approx)
4	Power	30 kW or to be mentioned by the supplier (Hydraulic)-Not electrical unit
5	Suction fluid	Particles 80mm (size of the particles to be specified)
6	Suction flow	To be specified
7	Suction head	Flooded
8	Material of construction	To be specified by supplier Subsea application (400-600 bar @ 1-4 deg C)
9	Size Motive side: Suction side: Discharge side:	To be specified by the supplier
	End connection Flanged as per ASTM	To be specified by the supplier
10	Witness test(NIOT officials)	The supplied product shall be tested from supplier end and same will be inspected by NIOT through online. The following parameters shall be reported during test. A Pressure and Flow 1.Motive 2.Discharge  Particle to be fed 80mm top size  Power : upto 30 kW(hydraulic)  Hydraulic Motor Pressure (in bar) :

		<p>Flow (rpm) :</p> <p>Power (kw) :</p> <p><b>Note</b> : 1 set spare hydraulic motor with end fitting &amp; hoses shall be provided along with the supply.</p> <p>Based on acceptance delivery shall be made and following video/photos and test certificates and logs(test parameters ) shall be submitted.</p>	
11	Erection, testing and commissioning	NIOT will carry out erection ,testing and commissioning, the supplier has to provide installation procedure if any	

### Price bid Format

Tenders shall be submitted in the following format. **(bidders not to reveal the price)**

Sl.No	Item Description	Qty	Amount	
			Unit Rate	Total amount
1	Eductor for hydraulic lift of particles The supplier shall provide GA drawings along with the quote (Including pump with hydraulic motor end fittings and datasheet as a complete set with operating manual)	1 Set		
2	spare hydraulic motor with end fittings & hoses	1 Set		
3	Freight and Insurance (from supplier warehouse to NIOT warehouse, Chennai)	Lumpsum		
4	Third Party Inspection (TPI) charges for Letter of credit payment only	Lumpsum		
5	GST (in case of Indian bidder)	Lumpsum		
Total amount for DAP NIOT Chennai				
Total amount in words :-				

## ANNEXURE-II

### MANUFACTURERS' AUTHORIZATION FORM

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

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

#### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

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

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



**ANNEXURE-III**

**PERFORMANCE STATEMENT FORM**

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

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

Order Placed by (full address of Purchaser)

Order Number and date:

Description and Quantity of Ordered:

Equipment Value of Order:

Date of Completion of deliver as Per Contract:

Date of actual Completion of Delivery:

Remarks Indicating reasons for late delivery, if Any:

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

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

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

Place:

Date:

**ANNEXURE-IV**

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

No:\_\_\_\_\_Date\_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
(Name & address of the Purchaser)

Sir,

With reference to your Tender No.\_\_\_\_\_dated\_\_\_\_\_I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

abc

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

## ANNEXURE-V

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

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

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

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

OR

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

(Tick appropriate category of Local Supplier)

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

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

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

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

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

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

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

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

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

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

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

OR

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

(Tick appropriate category of Local Supplier)

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

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

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

Material

ii Equipment

iii Total Quoted Price =

(X + Y)

X = Y

=

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

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

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

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

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

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

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

## ANNEXURE-VII

### Self-Certification

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

It is certified that

- We are not a bidder of a country which shares a land border with India.OR
- We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.
- Tick as applicable

Place:

Date:

Authorised Signatory

Name:

Company Seal

## Chapter-9

A) Price preference to Local suppliers as per Make in India procurement policy of Govt of India

Reference: DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt. of India)

Only Class-I and Class-II local suppliers are eligible to bid for all procurements other than Global Tender Enquiry and Purchase preference shall be given with reference to provisions of above DPIIT order and as specified below:

1) Definitions of terms applicable to Make in India procurement policy of Govt of India

a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.

c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.

d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.

e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

2) Tendered goods are divisible in nature; the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract with the margin of purchase preference of 20% to Class-I Local supplier:

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

b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be

awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-II local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then

such balance quantity may also be ordered on the L1 bidder.

3) Tendered goods are not divisible in nature; the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract with the margin of purchase preference of 20% to Class-I Local supplier:

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

- b) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
- c) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- d) Only Class-II Local suppliers are not eligible to get price preference under this clause.

4) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers'.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase

preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d) First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept

the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

5) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Class-I Local supplier	Finalization of tender
Can be Split	L1 Full order on Local supplier	Can be Split
Not L1 but within L1 + 20%	50% order on Class-I Local supplier subject to matching L1 price	Cannot be Split
L1 Full Order on Local supplier	Cannot be Split	Not L1 but within L1+20%

Full Order on Class-I Local supplier  
subject to matching L1 price

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6) Verification of local content

a) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification

that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.

b) Bidder shall also give price break up and the location(s) at which the local value addition is made in the form should be enclosed with Technical bid should be enclosed as part of Price bid. Bidder cannot claim the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

c) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant

or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

d) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151

(iii) of the General Finance Rules along with such other actions as may be permissible under law.

B) Price Preference to MSEs

1) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.

2) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (where the tender quantity can be split).

3) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the goods can be split.

4) In case the tendered quantity of goods cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

5) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.

6) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 forward of the quantity/order.

7) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within L1+15%	25% order on MSE subject to matching L1
Cannot be Split	L1	Full Order on MSE subject to matching L1 price

8) The purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is also involved.

9) Price preference shall be made applicable subject to bidder meeting the following conditions as MSE firm:



(a) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

(b) Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

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

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

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

Date:

E-Tender No: E-Tender Title:To,

**ANNEXURE - VIII**  
Bid Securing Declaration Form

Date:

E-Tender No:  
E-Tender Title:

To,  
NATIONAL INSTITUTE OF OCEAN  
TECHNOLOGY VELACHERY  
TAMBARAM MAIN ROAD,  
NARAYANAPURAM, CHENNAI 600  
100

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder:

Signed : (Insert signature of person whose name and capacity are shown) In the capacity of (insert legal capacity of person signing the Bid Security Declaration)  
Name: (insert complete name of person signing the Bid Security Declaration)

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)

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

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