
 राष्ट्रीयसमद्रप्रौद्योगिकीसंस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY	सविदाआमंत्रणसचना(नन.आ.स) NOTICE INVITING TENDER (NIT)		
	फ़ॉर्मसंख्या: Form No.	NIOT/S&P/NIT	

ननविदासंख्या/ Tender No.	NIOT/HVT/1178/2022-23
कोजारी Issued To	Hydraulic Tool for lifting of particles for sub sea application
ननविदाप्रणाली/Tender Mode	GeM – Custom Bid
ननविदाजाराहानकानाथ Tender Issue date	5.9.2022
Pre Bid meeting	13.9.2022 at 11 am (Through webex)
ननविदाबंदहोनेकीनिथिसमय Tender Closing Date and Time	26.9.2022 at 11.00 AM
ननविदाखलनकीनिथिसमय Tender Opening Date and Time	26.9.2022 at 11.30 AM
EMD Value	INR 1,24,000 /=- a) Scanned copy of the EMD instrument to be uploaded in the GeM portal. b) Original EMD should be submitted through courier/speed post or in person dropped at the tender box before the closing date and time of the tender
विदापत्रलेखउपलब्धिसंस्थान Tender Documents available place	Tender documents can be downloaded from GeM Portal and website www.niot.res.in till closing date and time of the Tender.
ई ननविदाकलनसहायिमनअल/ Bidding Type & Tender submission	The tender being in single Bid, Techno- commercial Bid with price bid to be uploaded together
अपनेप्रश्नईमेलआईडीपरभेज Send your queries to the email IDs	hvt@niot.res.in

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY VELACHERY
TAMBARAM MAIN ROAD NARAYANAPURAM, CHENNAI 600100
NIOT WEBSITE: <http://www.niot.res.in/tenders>

INTRODUCTION

National Institute of Ocean Technology (NIOT), an autonomous body under the Ministry of Earth Sciences is engaged in developing technology for utilizing ocean resources in an eco- friendly manner.

Notice Inviting Tender (GCC)

National institute of ocean Technology invites E-bids for **Hydraulic Tool for lifting of particles for sub sea application**, at NIOT Chennai as per the specification enclosed (SCC).

- 1. Submission of bids:** Bidders are requested to submit their Bid/quotation electronically through **GeM portal**. The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents and other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the **No manual tender is acceptable**.
 - 2.** This NIT shall form part of the purchase order.
 - 3.** Terms and conditions indicated in the GCC shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) wherever applicable.
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4. Pre-qualification 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.

INSTRUCTION TO BIDDERS:

- 5. Security:** Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.
- 6. Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications in writing. Any violation of this will render the

quotation invalid and the firm is liable to be removed from our approved vendor list.

7. Tender Opening: All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be as per the NIOT norms.

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

9. Goods : Goods should be supplied after receipt of purchase order.

10. 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.

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

BIDDING CONDITION

12. Deadline for Submission of Bids: Bids must be received by NIOT at the e-wizard portal specified in the Invitation for Bids cover page on or before the due date/ extended due date thereof.

13. Due date Extension, Corrigendum to NIT: Any corrigendum including

due date extension for NIT, Pre-bid minutes of meeting will be notified in GeM portal and NIOT website. Hence bidders are requested to watch NIOT website/ GeM portal for such due date extension and corrigendum, if any.

14. 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 day of the tender.

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

16. Non Receipt of Tender: NIOT will not be responsible for the non receipt of the tender due to any network problem.

17. 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 work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.

18. EMD/Bid security: The EMD/Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD / Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

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

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of "NIOT other Receipt Account", Chennai in INR or in equivalent foreign currency),
- (3) Fixed Deposit Receipt,
- (4) Banker's Cheque or Bank Guarantee from any of the Commercial Banks. (Bank Guarantee as per prescribed format available in the NIOT web site at the link

<https://www.niot.res.in/index.php/vendor/login>

- (5) Online payment in an acceptable form.

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

19. Conditions for EMD / Bid Security: EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid

validity or placement of order whichever is later. EMD may be forfeited:

- a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or
- b. In case of a successful bidder, fails to furnish order acceptance within 15 days of the order and / or fails to furnish Performance Security.

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

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

21. 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 correspondingly.

22. Conditional offers Conditional offer will not be accepted.

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

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

25. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

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

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

28. Award: NIOT shall place the Purchase order either consolidated or separately for each of the title.

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

30. Unrealistic bids with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

31.Currency of bids:

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

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

32.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 acceptance of the purchase order. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

33.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.

34. 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.

35. Insurance: The Goods supplied under the Purchase order shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the NIT. If any such damage occurred the goods shall be replaced within in the purchase order price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

36. Risk Purchase: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the purchase order before expiry of such period, NIOT is entitled to cancel the purchase order 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.

37. Warranty: The contractor warrants that the Goods supplied under this Purchase order are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Purchase order. The contractor further warrants that all Goods supplied under this Purchase order shall have no defect arising from design, materials or workmanship or from any act or omission of the Purchase order that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for

12 months after acceptance of item at NIOT. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the contractor letterhead. 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 Purchase order under the Purchase order. Also such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

38. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor 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 Purchase order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

40. Price:

The price shall include but not limited to

- a) Costs of goods/ services covered in this purchase order.
- b) Taxes and duties
- c) Transportation and packing cost (Sea/Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail
- d) Cost of handling, documentation, freight, insurance from purchase order ware house up to NIOT warehouse

41.Payment: NO ADVANCE PAYMENT WILL BE MADE. 90% Payment will be made after receipt and acceptance within 30 days from the date of receipt of bill /acceptance of goods along with the required documents. warranty certificate, test certificates shall be submitted pursuant to GCC Clauses and upon fulfillment of other obligations stipulated in the purchase Order. Balance 10% payment will be retained towards warranty period released only after completion of warranty period.

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

43. Taxes and duties: Payable only for the Indian bidder:

Goods & Services Tax (GST):

GST will be paid as per the applicable HSN code as applicable.

II 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 or services.

44. Performance Security:

The successful bidders should deposit 3% of the purchase order value as Performance Security within two weeks from the date of issue of Purchase order. The Performance security may be accepted in the following form

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR or in equivalent foreign currency),.
- (3) Fixed Deposit Receipt from any Commercial Bank.

(4) Bank Guarantee from any of the Commercial Banks.

(5) Online payment in an acceptable form.

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

Bank Guarantee shall be as per prescribed format issued by a 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 purchase order by the purchase order in terms of the purchase order.

45. Arbitration / 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 re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make 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 purchase order. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party on their own.

46. SUBMISSION OF TECHNICAL DOCUMENT: Specifications are basic essence of the product. The broad configuration / specification of the proposed purchase are given in NIT the Special Conditions of the contract(SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the NIT. At the same Time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. Technically unsuitable offers and offers not confirming to tender schedule shall be rejected.

a. The bidder is required to provide their comments item-by-item on the compliance sheet provided in the NIT. Wherever the specified parameter is

required within a range, the calculated/ estimated value as per the vendor's design is to be provided in the "Remarks" column. Deviations/exceptions, if any, from the specifications to be recorded in the "Remarks" column.

b. NIOT will not provide any test procedures. All relevant/required tests as mentioned in the technical specification to be conducted within the quote price.

c. Offer must contain all relevant technical details. Relevant preliminary drawings (if any) pertaining to the quoted designs, duly signed by the authorized official shall be sent along with the quotation. Where ever mentioned, documentary evidence has to be enclosed in the quotation. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

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

48. Eligible Bidders

48.1 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.

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

49. 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.

49.1 Code of Integrity for Public Procurement

49.2. 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

49.3. 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.

49.4. 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.

49.5. 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.

49.6. 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.

50. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

50.1. 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.

50.2. 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.

50.3. 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.

51. Amendment to Bidding Documents

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

52. Confidentiality

52.1. 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.

52.2. 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.

53. Contacting the Purchaser

53.1., 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.

53.2. 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

53.3. 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.

53.4. 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.

53.5. 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.

54. 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:

54.1 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.

54.2 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.

54.3 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.

54.4 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.

54.5 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;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in 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
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

55. 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.

56.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.

57.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.

Commercial Terms Compliance sheet (To be filled by bidder)

Sl. No	Particulars	Yes	No	Page Ref
1	Whether EMD for INR. 1,24,000/- is scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the e-wizard 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 the items delivery to 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 (8 weeks from the date of acceptance of the order) 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.			

Whether the bidder satisfies the Pre-qualification criteria		
a.	a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)	
b.	The Goods / items quoted are manufactured in India and not imported from any country.	
c.	Make in India Clause: If the item/goods are partially imported, specify your category:	

	1. CLASS I Category: Supplier or service provider, whose goods, services or works offered for procurement, has local content greater than or equal to 50%.	
	2. CLASS II Category: Supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.	
Only Class I and II categories of vendors are eligible to quote.		

Price Bid format :

Slno.	Description of work	Quantity	Unit cost	Total cost
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 & inclusive of GST)	1 set		
	Total Amount for delivery to NIOT Chennai			
Total amount in words				

Note : Pre Bid Meeting : Interested firm/bidder may intimate the clarification / query well in advance through email. Webex link will be shared on 9.9.2022

Annexure - I

Supply of Eductor for hydraulic lift of Particles

Scope of work:

The supplier has to supply as per technical specifications provided by NIOT

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 No

Technical compliance sheet (To be filled by the bidder)

A	MOTIVE CONDITION	Complied / Not complied
1	Motive fluid	Water
2	Discharge flow	100 m ³ /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 end

		<p>2.Discharge</p> <p>Particle to be fed 80mm top size</p> <p>Power : upto 30 kW(hydraulic)</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	

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:

- a
- b
- c

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

Thanking you,
Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Annexure-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

i Material

ii Equipment

iii Total Quoted Price =

(X + Y)

X =

Y =

% Local Content = $(Y / X) \times 100$

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]

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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 8th February, 2021;
It is certified that

We are not a bidder of a country which shares a land border with India.

OR

We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.

Tick as applicable

Place:

Date:

Authorised Signatory

Name:

Company Seal

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-I 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. 67

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

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. 69

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

Quantity of Tendered goods on MSE	Price quoted by MSE	Finalization of tender	Can be Split	L1 Full order
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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
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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.