

	<b>NATIONAL INSTITUTE Of OCEAN TECHNOLOGY</b>	<b>NOTICE INVITING TENDER (NIT)</b>	
		Form No.	NIOT/S&P/NIT
<b>e- Tender Schedule</b>			
ननविदा संख्या / <b>Tender No.</b>	<b>NIOT/HVT/1342/2024-25</b>		
कोजारी/ <b>Tender Title</b>	<b>Procurement of NanoPhotometer</b>		
ननविदाप्रणाली/ <b>Tender Mode</b>	<b>GeM portal (Open Tender-Two Bid)</b>		
<b>Tender Issue date</b>	<b>03.10.2024</b>		
<b>Tender Closing Date and Time</b>	<b>25.10.2024 @ 11.00 AM</b>		
<b>Tender Opening Date and Time</b>	<b>25.10.2024 @ 11.30 AM</b>		
ईएमडी जमा करना <b>Submission of EMD</b>	<b>INR 1,14,250/-</b> 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		
निविदा दस्तावेज उपलब्ध स्थान / <b>Tender Documents available place</b>	Tender documents can be downloaded from GeM portal app and MoES NIOT website <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender.		
बोली का प्रकार और निविदा जमा करना / <b>Bidding Type &amp; Tender submission</b>	Two Bid tender comprising of Techno- commercial Bid and Price Bid should be submitted electronically through GeM portal <a href="http://gem.gov.in">http://gem.gov.in</a>		
ई-टेंडर के लिए सहायता मैनुअल / <b>Help Manual for e-tender</b>	Bidders may be downloading the help documents Helpdesk number :1800-419-3436 e-mail: <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a> For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority		
अपने प्रश्न ईमेल आईडी पर भेजें / <b>Send your queries to the email ID</b>	<a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>		

**राष्ट्रीय महासागर प्रौद्योगिकी संस्थान / NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**  
**वेलचरीताम्बरममेनरड / VELACHERY TAMBARAM MAIN ROAD**  
**नोरायणपुरम, चेन्न 600 100 / NARAYANPURAM, CHENNAI 600 100**  
रा.स.प्रौ.स्. वेबसाइट / NIOT Website <http://www.niot.res.in/tenders>

## **INTRODUCTION**

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

### **General Conditions of Contract (GCC)**

National institute of Ocean Technology invites GeM bids "**Procurement of NanoPhotometer**" at various locations of NIOT as per details given below.

### **Notice Inviting Tender (NIT) -Section-I**

**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 GeM portal <http://gem.gov.in> 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 upload 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. **No Manual tender is accepted.**

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

**Part-2 should contain only the price bid indicating the cost.**

The Part-1(Technical bid) and Part-2 (Price bid) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. This NIT shall form part of the Purchase Order.

**2. NIT:** NIT shall form part of the Purchase order.

### **3. Pre-Qualification Criteria (Technical):**

- i. The manufacturer/bidder must have supplied similar configured instrument to government or semi-government research organization anywhere in India in the past 5 years.
- ii. Service Centers should be located in South India and support should be provided immediately on request
- iii. The instrument should be CE Certified; OEM authorization certificate should be provided for GeM tender.
- iv. *Note: Bidders not qualifying the above conditions will be disqualified.*

## **Instruction to bidders:**

**6. Security:** Any information / material / document uploaded along with this tender or after placement of Purchase Order should not be disclosed or copied without written permission from NIOT.

**7. Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for any clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However, if bidder requires any clarification on the bid, the query may be mailed to the mail ID [hvt@niot.res.in](mailto:hvt@niot.res.in).

**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 its right to BAN such Vendor permanently from participation in all the tenders of NIOT and also the organization under MoES.

**9. Order Acceptance:** The successful bidder should submit order acceptance within **7 days** from the date of Purchase Order failing which it shall be presumed that the vendor is not interested and the EMD submitted will be forfeited.

**10. Change of Name after award:** Request / intimations with regard to change of name of the contract or constitution of the contractor 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, the same bidder cannot submit more than one bid, which will result in rejection of all the bids.

**12. Tender opening:** All the tenderers can participate in the e-tender opening with proper authorization letter from the respective company.

**13. Goods:** Goods should not be supplied without receipt of order from NIOT authorized official.

## **BIDDING CONDITION**

**14. Dead line for submission of bids:** E-Bids must be submitted only at the GeM 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 well ahead of closing date and time and avoid any last minute connectivity problem in submission.

**15. Due date Extension, Corrigendum to NIT:** Any corrigendum including due date extension for NIT will be notified in GeM portal and NIOT website. Hence bidders are requested to watch website for such due date extension and corrigendum if any.

**16. 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.

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

**18. Submission of E-tender** by a tenderer implies that he has read this NIT and all other tender documents and has made himself aware of the scope and specifications of this tender. Conditional offers are liable for rejection/treated as invalid tender.

**19. Non-receipt of E-Tender:** NIOT will not be responsible for the non-receipt of EMD or any documents to be submitted physically by the bidder well before the tender closing date and time or any last-minute issues in uploading process in the e tender portal.

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

**21. Bid validity extension:** In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly.

**22. Conditional offers** / quotations shall not be accepted.

**23. Signing of bids:** Each page of the tender (NIT) and tender document shall be digitally signed by the bidder and upload in the GeM portal. Unsigned bid is liable for rejection.

**24. 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.

**25. 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.

**26. Award:** NIOT shall place the Purchase order with the Successful bidder.

**27. Commercial compliance** as per the NIT should be uploaded along with the offer/quotation.

**28. 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.

**29. EMD/Bid security:** 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 shall be in the following forms

- (1) Bank demand draft drawn in favour of "NIOT OTHER RECEIPT ACCOUNT" in INR or in equivalent foreign currency or a guarantee from a public sector bank or reputed foreign bank acceptable to NIOT and the original should be submitted to NIOT before tender due date. By Demand Draft/Banker's Cheque drawn in favour of "NIOT –OTHER RECEIPT ACCOUNT", NIOT, Payable at Chennai (or)
- (2) Bank Guarantee as per prescribed format issued by an Indian Nationalized Bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid (or)
- (3) Insurance Security Bond (or)
- (4) Fixed Deposit Receipt (or)

- (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.

**30. MSME:** "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.

- (a) The MSE's bidder who claim EMD request should submit the relevant document towards investment on equipment and machinery. As per NIT clause no xx make in India as per the DPIIT order under Annexure 9, under MSE.
- (b) The MSE's bidder to note and ensure that nature of service and goods/items manufactured mentioned in MSE's certificate matches with the nature of the service and goods/item to be supplied as per tender.
- (c) 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 dated 02.07.2021 & 5/2(1)2020/E-P&G/Policy dated 01.12.2020.

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

- (i) **Micro Enterprises:** Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,
- (ii) **Small Enterprises:** Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,
- (iii) **Medium Enterprises:** Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees.

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. The bidder whoever claim EMD / Bid security exemption through MSME certificate should classify themselves as above and need to provide details.

**32. 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 replacement 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 EMD is submitted in the form of DD / refunded, if performance security is paid in full / performance security is submitted in the form of Bank Guarantee.

**TERMS AND CONDITIONS GOVERNING THE CONTRACT**

**33. Guaranteed time of delivery-specific performance of contract;** The time of delivery is the essence of the order and the item to be supplied within **8-12 weeks** from the date of receipt of 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.

**34. Place of Supply and Installation;** NIOT at Chennai, Chittedu and Nellore, Andhra Pradesh and Andaman and Nicobar Islands. The supplier is responsible to unload the item from carriage and hand over to respective store.

**35. 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 three days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the order delivery date as may be reasonable but without prejudice to other terms and conditions of the order. Unless the extended delivery period is agreed by NIOT in writing, supplier 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.

**36. Delay in Completion / Liquidated Damage (LD);** If the Contractor shall fail to deliver the entire systems as per the tender specification within the time specified in the contract, NIOT shall recover from the contractor as liquidated damages a sum of 0.5% of the particular activity price for each week of delay will be deducted. The total liquidated damages shall not exceed 5% (five percent) of the specific activity 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 on time, the entire system/components will be considered as delayed until such time the un-delivered parts are delivered and entire contractual obligations completed.

**37. 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.

**38. Modifications to Bids:** The Bidder shall make no modifications to the bids after the closing date unless specifically requested for, by NIOT. In case certain clarifications are sought by NIOT after opening of tenders, then the reply of the partner should be restricted to the clarifications sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after the closing date without any specific communication from NIOT shall make their tender as invalid and liable to be debarred from participation in future Tenders of NIOT.

**39. Warranty:** The supplier warrants that the Goods supplied under this order are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the order. The supplier further warrants that all Goods supplied under this order shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The item supplied should be free from manufacturing defects. The warranty shall remain valid for **12 months** after the supply, installation and acceptance of the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the order. The warranty certificate should be furnished in the prescribed format in your letterhead and can be downloaded from the website link <https://www.niot.res.in/index.php/vendor/login>. If the Vendors standard warranty is more than 12 months the same shall be extended to NIOT. NIOT shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall, within three (3) months 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 supplier, having been notified, fails to remedy the defect(s) within the period specified, NIOT may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which NIOT may have against the supplier under the order. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.



**40. Insurance:** The Goods supplied under the order shall be fully insured against all risk 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 order price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

**41. Risk Purchase:** If the Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the Purchase Order/Contract before expiry of such period, NIOT is entitled to cancel the Purchase Order/Contract and source the remaining items/components from any parties the items/components which are not delivered, at the risk and cost of the defaulting Supplier. No payment shall be claimed for any part supplies made.

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

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

**44. a) 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 ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- e) Charges for all testing
- f) Cost towards third party inspection at various stages as set forth in the contract.
- g) Cost of unloading, Installation, testing, commissioning and handing over of goods, at NIOT's site as set-forth in the contract.
- e) Cost of Training of NIOT officials as set forth in the contract.
- f) Cost of Books, manuals, software as set-forth in the contract.

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.

**44.b) Discounts:** Bidders are advised not to indicate separate discounts. Discounts, if any, should be included in the rates against the quoted items.

**45. 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.

**46. Taxes and duties:**

**a. GST:** GST will be as per HSN code as applicable.

**b. Deductibles:**

**(a) Deduction of Indian Income Tax Deduction at Source:**

TDS will be deducted as applicable for Supply under Sec 194Q and for service portion under Sec 194C. Valid Permanent Account Number (PAN) is mandatory.

**(b) Deduction of GST TDS:**

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 or both when the contract value is above Rs.2,50,000/-.

**47. Performance Security:** The successful bidders should deposit 5% of the Purchase Order 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:

- (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 Bank
- (5) Online payment in an acceptable form.

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 supplier in terms of the order. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the purchase order and forfeit the EMD submitted. The performance security should be valid till the completion of supply of items, installation and training of item at all locations.

**48. Performance Guarantee/ Warranty Bank Guarantee:** As per the GoI guidelines **10%** of the item value to be retained towards warranty to ensure the performance of the equipment's/systems to avoid any defect due to material/ workmanship or any omission on the part of the contract to rectify the same during the warranty period. If performance bank guarantee for 10% of the item value is submitted and valid till completion of the warranty period and acceptance then 100% payment will be released as per clause No. 50. The warranty Bank Guarantee will be discharged after completion of the warranty period.

**49. Authorization:** The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered (Model format available in the annexure) along with agency agreement.

**50. Payment: NO ADVANCE PAYMENT WILL BE MADE.** 90% payment will be released after supply and acceptance of the systems at the locations specified under clause No. 34 and successful completion of installation and training at the respective sites within 30 days from the date of receipt of bill/acceptance of goods along with the required documents. Warranty certificate, installation and training certificate shall be submitted pursuant to GCC & SCC Clauses and upon fulfillment of other obligations stipulated in the LOI. Balance 10% payment will be retained towards warranty period released after completion of warranty period (Refer Clause 48).

### **51. Eligible Bidders**

**51.1.** This Invitation for Bids is open to all suppliers. However, only Class-I and Class-II local suppliers are eligible to participate in Domestic Tender.

**51.2.** 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.

**51.3.** 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.

**51.4.** Bidders who fulfil the Eligibility Criteria mentioned in NIT will be considered for Technical Evaluation of bids.

### **52. 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.

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

The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.

#### **(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 contract execution.

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

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

#### **(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 contract.

**(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 7

**(f) Conflict of interest**

participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract 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 contract; 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

**53.2.** 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 Contract in question.

**53.3.** The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form 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 contracts, banning and blacklisting or action by Competition Commission of India, and so on.

**53.4. Obligations for Proactive disclosures**

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

### **53.5. Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, 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 contract or in executing a contract, 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-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

b) If a contract has already been awarded

- i. Cancellation of the relevant contract 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.

### **54. 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 CPPP website <https://etenders.gov.in> of the purchaser

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

- 55.1. 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.
- 55.2. 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.
- 55.3. 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.

## **56. Confidentiality**

**56.1.** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

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

## **57. Post qualification**

**57.1.** 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 contract satisfactorily, in accordance with the criteria listed in the SCC.

**57.2.** The determination will take in to the Eligibility& Qualification criteria listed in the SCC of Tender document 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.

**57.3.** An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

### **58. 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:

**58.1** 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.

**58.2** 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.

**58.3** 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.

**58.4** 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 within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

**58.5** 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 contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract 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.

### **59. 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 Contract 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 contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract 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.

## **60. Applicability in Special Cases**

### a) Applicability to 'Make in India'

Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- i their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
  - ii The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
  - iii the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) Authorized Representatives Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
- i. their principal manufacturer meets all the criteria above without exemption, and
  - ii. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
  - iii. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

### c) For Existing Successful Past Suppliers

In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

### d) Joint Ventures and Holding Companies

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner



must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**61. 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.

**62. Termination of contract by NIOT:**

- a) The contract shall become effective from the date of signing of contract and the contract shall automatically get terminated after successful completion of all contractual obligation and warranty obligation as per the terms of the contract.
- b) (i) Termination of the contract due to breach of contract by the contractor
- (ii) Termination of contract due to default,
- (iii) Termination of the contract due to insolvency,
- (iv) Termination of the contract for convenience.

**63. Clarifications**

Bidders requiring any clarification on the RFP/ 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 Gem Portal and NIOT Website as corrigendum. All bidders shall visit official GeM 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.

**64. Indemnities**

The Supplier 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:

- Breach of this Agreement by the Supplier
- 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
- Violation or contravention of any Legislation on the part of the Supplier
- Any negligence or willful misconduct of Supplier, which violates any provision of this Agreement
- Infringement of any intellectual property belonging to any third party by the Supplier
- Any breach of an agreement or understanding between Supplier and any and all Third Parties due to which a liability arises on NIOT
- Any claim that any representations or warranties contained herein are not true or any breach thereof
- Any loss or damage caused by the Supplier to NIOT, its personnel or property
- Any loss or damage caused by the Supplier to any and all Third Parties for which a claim against NIOT has arisen
- Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Supplier is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder.
- Any obligation of the Supplier performed by NIOT under this Agreement or under any Legislation.

## **65. Arbitrations**

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

## **66. 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)

### **I. 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.

## **II. Purchase preference: -**

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.

c) In the procurements of goods or works, which are covered by para 3(b) or reference order and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) 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.

(ii) 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.

(iii) 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.

(iv) Only Class-II Local suppliers are not eligible to get price preference in any procurement undertaken by procuring entities.

## **III. Applicability in tenders where contract is to be awarded to multiple bidders:**

In tenders where contract is awarded to multiple bidder's subject to matching of L 1 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' as per provisions of this Order. 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 should 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 has to 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.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above

#### **IV. Minimum local content:-**

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

#### **V. 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. They shall also give details of the location(s) at which the local value addition is made.

b. 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 suppliers other than companies) giving the percentage of local content.

c. 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 Financial Rules along with such other actions as may be permissible under law.

#### **VI. Manufacture under license/ technology collaboration agreements with phased indigenization: -**

While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**VII. Classification of MSE'S: -**

- (i) Micro Enterprises: Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,
- (ii) Small Enterprises: Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,
- (iii) Medium Enterprises: Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees
- (iv) 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.

**VIII. Price Preference to MSEs: -**

- a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the contract will be awarded to L1.
- b) 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, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.
- c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

## Section-II-Commercial Compliance Sheet

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
2.	Whether EMD for <b>Rs 1,14,250/-</b> is enclosed along with the Technical bid			
3.	Whether accepted to submit the order acceptance within Seven days from the date of order?			
4	Whether submission of Performance Security is acceptable?			
5.	Whether Quote is valid for <b>120 days</b> from the due date of tender or time specified in the tender document whichever is later?			
6.	Whether <b>payment terms</b> of the tender is complied with?			
7.	Whether price is <b>FOR</b> NIOT as per clause 34?			
8.	Whether the <b>authorization letter</b> exclusively for this tender, from the original manufacturer is enclosed?			
9.	Whether <b>warranty period</b> and submission of warranty certificate in the prescribed format is acceptable as per clause. no. 39?			
10.	Whether the <b>delivery period</b> is acceptable as per clause. no. 33?			
11.	Whether list of deliverables attached and comply as per tender?			
12.	Whether liquidated damage clause is acceptable in case of delayed supply?			
13.	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
14.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
15.	Whether copy of duly signed (all pages) tender document along with Annexures (1-9) is uploaded along with the quotation.			

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

**Procurement of NanoPhotometer – 3 Nos.**

<b>Sl. No.</b>	<b>Description/Specification</b>	<b>Technical compliance (Yes/No)</b>	<b>Remarks</b>
<b>1.0</b>	<b>Wavelength</b>		
1.1	Range 200 to 900nm.		
1.2	Wavelength Accuracy: 0.5 to 1.0 nm		
<b>2.0</b>	<b>Absorbance</b>		
2.1	Absorbance Accuracy <2% @ 280 nm		
2.2	Absorbance Range: 0.02 to 300 (10 mm equivalent path length) for entire wavelength range		
2.3	Absorbance Reproducibility 0.002A to 0.005A @ 280 nm		
<b>3.0</b>	<b>Volume Measurement</b>		
<b>3.1</b>	Should possess both Pedestal and cuvette options		
3.2	Microvolume- minimum 0.3 microlitre		
3.3	Macrovolume- maximum 3.5 ml		
<b>4.0</b>	<b>Processor and Storage</b>		
3.1	1GHz processor with minimum 32GB of storage space for storing large result data		
<b>5.0</b>	<b>Measurement time &amp; Detector</b>		
4.1	Maximum of 6 seconds		
4.2	CMOS/CCD array		
<b>6.0</b>	<b>Concentration Sensitivity</b>		
5.1	DNA- minimum of 1ng/μl to maximum of 16000ng/μl for microvolume and 0.02ng to 100ng for cuvette		
5.2	Protein – 0.1mg to maximum of 450 mg/ml for microvolume; 0.01 to 3.5 mg/ml for cuvette		
<b>7.0</b>	<b>Light Source</b>		
7.1	Xenon based light source with a lifetime of minimum 10 years.		

<b>8.0</b>	<b>Calibration procedure &amp; Vortexer</b>		
8.1	The system should be recalibration-free instrument		
8.2	Inbuilt low vibrational vortexer at speed of rpm for efficient mixing up to 2ml samples		
<b>9.0</b>	<b>Battery &amp; System Technology</b>		
9.1	Inbuilt rechargeable lithium ion battery with run time minimum of 8 hours for portability of instrument.		
9.2	It should operate independent of surface tension of samples for quantification of nano-sample volumes.		
<b>10.0</b>	<b>Instrument capability &amp; Control Options</b>		
10.1	Option for analysis of sample quality; Capability to detect contaminants and bubbles during the sample reading to avoid erroneous results.		
10.2	In-built glove Compatible Touch screen.		
<b>11.0</b>	<b>System Applications</b>		
11.1	Application features for Nucleic Acid: A260, A260/A280, A260/A230 and labeled Nucleic Acids		
11.2	For Proteins: A280 and custom methods such as Wavelength, Wave scan, concentration and Absorbance Ratio		
<b>12.0</b>	<b>System Connectivity and Accessories</b>		
<b>12.1</b>	It should have LINUX based operating software to avoid software corruption		
12.2	Minimum of two USB ports; one port for data transfer and USB port for connectivity with PC/ Laptop (Windows and Mac OS) and WiFi option for connectivity with Laptop. System should be supplied with necessary accessories for its setup and operation such as power cable, USB cable and pen drive of 64 GB for data transfer with user manuals.		
<b>13.0</b>	<b>Instrument Accessories</b>		
13.1	Protein low binding tubes (1.5 ml) – 10 boxes		
13.2	DNA low binding tubes (1.5 ml)-10 boxes		



13.3	Glass Cuvette Volume (2.5- 4.5 mL)- 10 Nos		
13.4	96 Well Plate (0.2 ml Sequencing plates) with 96 Well plate sealer mat Transparent - 200 Nos		
13.5	Multi-channel Pipette- 8 channel (30-300 microlitre variable volume)- 1 Nos		
13.6	Pipettes Variable volume: 100 to 1000 µL- 1 no, 10 to 100 µL- 1 No; 1 to 10µL- 1 No, 0.2 to 2 µL- 1 No. (Thermo Fisher/Eppendorf only)		
<b>14.0</b>	<b>Certification</b>		
14.1	The instrument should be CE certified; Only OEM or Authorized dealers should quote with OEM/Authorized dealership certificate		
<b>15.0</b>	<b>Warranty</b>		
15.1	Standard warranty of 1 year to be provided.		
<b>16.0</b>	<b>Supply and Installation</b>		
16.1	Should be supplied and installed each one at NIOT, Chennai; NIOT, Andaman and Nicobar Islands and NIOT, Chittedu		
<b>17.0</b>	<b>Service Support</b>		
17.1	Service centers should be located in South India and support should be provided immediately on request.		
<b>18.0</b>	<b>Experience</b>		
18.1	The supplier must have supplied similar configured instrument to government or semi government research organization anywhere in India in the past five years		

**Section IV Price bid format**  
**Price Not to be revealed by the bidder**  
**(Quoted prices should be inclusive of all)**

SN.	Description	Qty	Unit	Rate per unit	Amount
1	NanoPhotometer	3	nos.		
<b>Total amount for F O R, NIOT (Including GST)</b>					
(Total Value in words					only)

- Note: 1. The bidders should not reveal their price, anywhere in the technical bid.**  
**2. The basic price should be inclusive of all charges as in clause no. 44 (a) and including GST, transportation charges upto the respective NIOT sites, unloading and handing over to the respective store.**

**ANNEXURE 1**  
**Technical Specification (NanoPhotometer)**

<b>Sl. No.</b>	<b>Description/Specification</b>
<b>1.0</b>	<b>Wavelength</b>
1.1	Range 200 to 900nm.
1.2	Wavelength Accuracy: 0.5 to 1.0 nm
<b>2.0</b>	<b>Absorbance</b>
2.1	Absorbance Accuracy <2% @ 280 nm
2.2	Absorbance Range: 0.02 to 300 (10 mm equivalent path length) for entire wavelength range
2.3	Absorbance Reproducibility 0.002A to 0.005A @ 280 nm
<b>3.0</b>	<b>Volume Measurement</b>
<b>3.1</b>	Should possess both Pedestal and cuvette options
3.2	Microvolume- minimum 0.3 microlitre
3.3	Macrovolume- maximum 3.5 ml
<b>4.0</b>	<b>Processor and Storage</b>
3.1	1GHz processor with minimum 32GB of storage space for storing large result data
<b>5.0</b>	<b>Measurement time &amp; Detector</b>
4.1	Maximum of 6 seconds
4.2	CMOS/CCD array
<b>6.0</b>	<b>Concentration Sensitivity</b>
5.1	NA- minimum of 1ng/μl to maximum of 16000ng/μl for microvolume and 0.02ng to 100ng for cuvette
5.2	Protein – 0.1mg to maximum of 450 mg/ml for microvolume; 0.01 to 3.5 mg/ml for cuvette
<b>7.0</b>	<b>Light Source</b>
7.1	Xenon based light source with a lifetime of minimum 10 years.

<b>8.0</b>	<b>Calibration procedure &amp; Vortexer</b>
8.1	The system should be recalibration-free instrument
8.2	Inbuilt low vibrational vortexer at speed of 2500 rpm for efficient mixing up all samples
<b>9.0</b>	<b>Battery &amp; System Technology</b>
9.1	Inbuilt rechargeable lithium ion battery with run time minimum of 8 hours for portability of instrument.
9.2	It should operate independent of surface tension of samples for quantification of nano-sample volumes.
<b>10.0</b>	<b>Instrument capability &amp; Control Options</b>
10.1	Option for analysis of sample quality; Capability to detect contaminants and bubbles during the sample reading to avoid erroneous results.
10.2	In-built glove Compatible Touch screen.
<b>11.0</b>	<b>System Applications</b>
11.1	Application features for Nucleic Acid: A260, A260/A280, A260/A230 and labeled Nucleic Acids
11.2	For Proteins: A280 and custom methods such as Wavelength, Wave scan, concentration and Absorbance Ratio
<b>12.0</b>	<b>System Connectivity and Accessories</b>
<b>12.1</b>	It should have LINUX based operating software to avoid software corruption
12.2	Minimum of two USB ports; one port for data transfer and USB port for connectivity with PC/ Laptop (Windows and Mac OS) and WiFi option for connectivity with Laptop. System should be supplied with necessary accessories for its setup and operation such as power cable, USB cable and pen drive of 64 GB for data transfer with user manuals.
<b>13.0</b>	<b>Instrument Accessories</b>
13.1	Protein low binding tubes (1.5 ml) – 10 boxes
13.2	DNA low binding tubes (1.5 ml)-10 boxes
13.3	Glass Cuvette Volume (2.5- 4.5 mL)- 10 Nos
13.4	96 Well Plate (0.2 ml Sequencing plates) with 96 Well plate sealer mat Transparent - 200 Nos
13.5	Multi-channel Pipette- 8 channel (30-300 microlitre variable volume)- 1 Nos
13.6	Pipettes Variable volume: 100 to 1000 µL- 1 no, 10 to 100 µL- 1 No; 1 to 10µL- 1 No, 0.2 to 2 µL- 1 No. (Thermo Fisher/Eppendorf only)

<b>14.0</b>	<b>Certification</b>
14.1	The instrument should be CE certified; Only OEM or Authorized dealers should quote with OEM/Authorized dealership certificate
<b>15.0</b>	<b>Warranty</b>
15.1	Standard warranty of 1 year to be provided.
<b>16.0</b>	<b>Supply and Installation</b>
16.1	Should be supplied and installed each one at NIOT, Chennai; NIOT, Andaman and Nicobar Islands and NIOT, Chittedu
<b>17.0</b>	<b>Service Support</b>
17.1	Service centers should be located in South India and support should be provided immediately on request.
<b>18.0</b>	<b>Experience</b>
18.1	The supplier must have supplied similar configured instrument to government or semi government research organization anywhere in India in the past five years

**ANNEXURE-2**

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: or (ii) thirty days after the expiration of the validity of my/our Bid.

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

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

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

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

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

Corporate Seal (where appropriate)

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

### ANNEXURE-3

#### 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- 4**

**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-5

### 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-6

### 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-7**  
**Certificate of Price break up of Local Content**  
**(To be enclosed along with Price Bid)**

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

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

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

(Tick appropriate category of Local Supplier)

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

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

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

i Material

ii Equipment

iii Total Quoted Price =

(X + Y)

X =

Y =

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

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

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

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

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

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

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

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

## **ANNEXURE- 8**

### **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

**ANNEXURE- 9**

**Self-Certification under preference to Make in India order Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Ministry of Commerce and Industry and subsequent amendment of the order dt 16<sup>th</sup> September 2020 we hereby certify that we M/s. .... are local supplier meeting the requirement of minimum local content (i.e. amount of value addition) .....% as defined in above orders for the item/s against Enquiry/Tender No ..... Details of location at which local value addition is made for the item/s are as follows  
.....  
.....

We also understand false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

**Signature of vendor with stamp**