|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |  |  |  |
| --- | --- | --- | --- |
| NATIONAL INSTITUTE OFOCEAN TECHNOLOGY |  | **NOTICE INVITING TENDER (NIT)**  |  |
| Form No. | NIOT/S&P/NIT  |

**e-Tender Schedule**

|  |  |
| --- | --- |
| ननविदासख्य्ा/ Tender No. | **NIOT/HVT/1198/2022-23** |
| कोजारी/ Tender Title  | **Supply, Installation and Commissioning of Calibration Equipment for Conductivity and Temperature (CT) Sensor** |
| ननविदाप्रणाली/Tender Mode | **GeM portal (Custom Bid)**  |
| Submission of EMD/ ईएमड्जमाकरन | **INR 4,50,000 /-** a) Scanned copy of the EMD instrument to be uploaded in the Central Procurement 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 |
| Pre-bid Meeting | **05.01.2023 through Web Ex** |
| विविदाप्रल्खउपलब्थासि््ान/ Tender Documents available place  | Tender documents can be freely downloaded from **GeM portal app** and NIOT website www.niot.res.in till closing date and time of the Tender.  |
| Bidding Type &Tender submission/ बोल्काप्रकार&ननविदाजमाकरन्ा | The tender is being two bid system, Technical Bid and Price Bid should be submitted electronically through GeM Portal http://gem.gov.in |
| ई-ननविद्ाक्ललयसह्ायि््ामनअल/Help manual for e-tender  | Bidders may download the help documents Helpdesk number :1800-419-3436e-mail:helpdesk-gem@gov.inFor any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority |
| अपनप्रश्नईमलआईड्परभज/Send your queries to the email ID | **hvt@niot.res.in** |

**राष्ट्रीयसमद्रप्रौद्योगिोकीससथ्ोान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY वेलचरेीताम्बरममेनरड VELACHERY TAMBARAM MAIN ROAD**  **नोारायणपरम, चेनन्600 100 NARAYANPURAM, CHENNAI 600 100** रा.स.प्रौ.स्. ि््बसाइट/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. Tender is invited to submit a proposal for the Supply, Installation and Commissioning of Calibration Equipment for Conductivity and Temperature CT Sensor.

**Notice Inviting Tender (NIT)**

National institute of Ocean Technology invites e-bids for the supply of **Supply, Installation and Commissioning of Calibration Equipment for Conductivity and Temperature (CT) Sensor** as per specifications enclosed.

**1. Submission of bids:** Bidders are requested to submit their Bid/quotation in two part containing Technical, Commercial and price bid should be submitted electronically through GeM portal https://gem.gov.in. The responsibility to ensure the timely submission of bid lies with the bidder. **Bids submitted through FAX or e-mail will not be considered and treated as invalid tender.** 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 NIT.

**2. NIT:** NIT shall form part of the LOI.

**3.** **Terms and conditions indicated in the NIT** shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated at Annexure – A wherever difference arises.

**INSTRUCTION TO BIDDERS:**

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

**5.Contacting NIOT**: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender 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. However, if bidder requires any clarification on the bid, the query may be mailed to the respective mail ID at the front page of NIT.

1. **Tender Opening**: All the tenderers can participate in the tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be allowed as per the NIOT norms.
2. **Default in Performance**: If any bidder is not successfully discharging their purchase order obligations against the purchase order placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such bidder from their participation in future tenders of NIOT for a period of one year. Even after revoking the suspension period the bidder’s performance still continues to be the same without any improvement, NIOT reserves right to BAN such bidder permanently from participation in all the tenders of NIOT.
3. **Goods**: shall not be supplied without an official supply order.

 **9. LOI Acceptance**: The successful bidder should accept the Letter of Intent within SEVEN days from the date of receipt of the LOI, failing which it shall be presumed that the bidder 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 contracting company or constitution of the contracting company after the tender opening or award of purchase order 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 purchase order after such changes and in case, NIOT decides to proceed with the purchase order, it may require the bidder / purchase order to execute further agreements with regard to execution/ implementation of the purchase order.

**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, if a bidder submit 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 GeM 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 website 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 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 this Notice and all other order documents and has made himself aware of the scope and specifications of the item to be done and conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. **Conditional offers are liable for rejection.**

**18. 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 form of a 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. The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT website. The format can be downloaded from the website <https://www.niot.res.in/index.php/vendor/login>.

1. 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.

**MSME Clause**:

"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."  The bid declaration format to be attached.

**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 replacement of order whichever is later.EMD may be forfeited:

* 1. 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
	2. 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.

**20. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall 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. When bid validity is extended EMD BG also deemed to have been extended automatically.

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

**23. Signing of bids**: Each page of the tender and tender document shall be digitally signed and uploaded by the bidder in GeM portal.

**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 in this NIT.

**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 and BOQ (Price bid) separately 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. Bid or modification to bids received after closing date and time:** shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

**29. Commercial compliance** as per the NIT commercial compliance shall be furnished along with the bid.

**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 **20 weeks** from the date of receipt of LOI. 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 NIT is not stipulated as essential criteria, supplier 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 Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of 0.5% of the Contract price of the undelivered systems /components for each calendar weeks of delay. The total liquidated damages shall not exceed 5% (five percent) of the Contract 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 Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the NIT. If any such damage occurred, the goods shall be replaced within in the Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

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

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

**38.** **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 & SCC Clauses and upon fulfilment of other obligations stipulated in the purchase order. Balance 10% payment will be retained towards warranty period released only after completion of warranty period.

**39. 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.

**40. Discounts:** Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

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

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

**42. Taxes and duties:** The rates of taxes and duties will be as per Indian government norms:

* 1. **Customs Duty:** As per Notification No.51/96-(Customs) dated 23.7.1996; read with amendment Notification No.42/2022-customs dated 13th July,2022 withdrawing IGST exemption applies to NIOT.NIOT is entitled for availing basic Concessional rate of Customs duty @5.5 %. The approximate concessional rate will be 24.49% including basic duty. Duty Exemption Certificate will be applicable for basic duty under notification 51/96 wherever applicable, and as per rules will be issued upon receipt of order acceptance and specific request.
	2. **Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders**: Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement between the bidder’s Country and the Government of India. The tax deduction at source will be @ 10.40% as per Income Tax Tariff of India or the rate as contained in the DTAA whichever is less, on production of a copy of the Tax Residency Certificate or Tax Identification Number. In case the Tax Residency Certificate or Tax Identification Number is not furnished, the Tax deduction at source will be 20.8% as per Indian Income Tax Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

**43. Performance Security:**

The successful bidders should deposit 3% of the item value as Performance Security within two weeks from the date of issue of LOI. The Performance security shall be in one of the following forms:

(1) Insurance Surety Bonds,

(2) Account Payee Demand Draft (drawn in favour of” The Director N.I.O.T”, Chennai in INR or in equivalent foreign currency).

(3) Fixed Deposit Receipt from any Commercial Bank.

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

(5) Online payment in an acceptable form.

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

Bank Guarantee as per prescribed format issued by a nationalized bank and valid or 60 days beyond the scheduled delivery / completion period as per purchase order / Contract. This format can be downloaded from the link http[s: //www.niot.res.in/index.php/ve](http://www.niot.res.in/index.php/)ndor/login**.** Performance security shall be forfeited in theevent of breach of Contract by the Contract or in terms of the Contract. The performance security will be subject to changes as per the GOI notification after 31.03.2023.

**44.** **Performance Bank Guarantee :**

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

**45. 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.

**46. Preference to Make in India**

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

**47. Eligible Bidders**

**47.1.** 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.

**47.2**. 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.

**47.3**. 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.

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

**48**. **Cost of Bidding**

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

 **49.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.

**49.2.** 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.

**49.3.** 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.

**49.4. 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

**49.5.** **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:

1. 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.

**50. Amendment to Bidding Documents**

 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP websitehttps://etenders.gov.in of the purchaser

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

51.1. 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.

51.2. 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:

1. A detailed description of the essential technical and performance characteristics of the goods;
2. 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
3. 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.

51.3. 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.

**52. Confidentiality**

**52.1.** 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.

**52.2.** 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.

**53. Post qualification**

**53.1**. 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.

**53.2**. 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.

**53.3**. 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.

**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 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:

1. Determination of the need for procurement;
2. Selection of the mode of procurement or bidding system;
3. Choice of selection procedure;
4. Provisions limiting participation of bidders in the procurement process;
5. The decision to enter into negotiations with the L1 bidder;
6. Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
7. 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
8. 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 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.

**56. 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:

1. their foreign ‘Make-in-India’ associates meet all the criteria above without exemption, and
2. 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 authorised representative of a principal manufacturer would also be considered to be qualified, provided:

1. their principal manufacturer meets all the criteria above without exemption, and
2. 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
3. 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.

**57. 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 a reasoned award (the “award”), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the Contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

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

* 1. The bidder is required to provide their comments item-by-item on the compliance sheet provided in the Annexure - I of NIT (SCC). Where ever 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.
	2. In the case of test procedures mentioned in Annexure of SCC, if the vendor suggest some alternate test procedure to verify the same parameter, the detailed procedure has to be provided along with the quotation. NIOT reserves the right to accept / reject such alternate procedure, if any.
	3. Offer must contain all relevant technical details. Relevant drawings (if any) pertaining to the quoted designs, duly signed by the authorized official should 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.

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

**60. INDEMNITIES:** The Purchase order 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 Purchase order

**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 Purchase order

**iv**. Any negligence or wilful misconduct of Purchase order, which violates any provision of this Agreement

**v**. Infringement of any intellectual property belonging to any third party by the Purchase order

**vi.** Any breach of an agreement or understanding between Purchase order 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 Purchase order to NIOT, its personnel or property

**ix.** Any loss or damage caused by the Purchase order 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 Purchase order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder

**xi**. Any obligation of the Purchase order performed by NIOT under this Agreement or under any Legislation.

**61. Shipping Instructions:** If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the guidelines for Regulating Wood Packaging Material in International Trade,¨ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions or exemption identified by the Regional Plant Quarantine Station, Chennai, India. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, and invoices. All pallets must be shrink-wrapped or banded.

(To be filled by the bidder)

**Section-II-Commercial Terms Compliance sheet**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl.No | Particulars | Yes | No | Page Ref |
| 1 | Whether EMD for INR **4,50,000/-** is scanned and uploaded along with the technical document? |  |  |  |
| 2 | Whether every page of the tender document is digitally signed and uploaded in the GeM 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 LOI? |  |  |  |
| 5 | Whether submission of 3% of the contract value as Performance Security is acceptable? |  |  |  |
| 6 | Whether Quote is valid for **120 days** from the date of tender opening or time specified in the tender document whichever is later? |  |  |  |
| 7 | Whether **Payment Terms** of the tender is complied with? |  |  |  |
| 8 | Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable? |  |  |  |
| 9 | Whether item-wise price is quoted as per price bid and quoted price is realistic? |  |  |  |
| 10 | Whether liquidated damage as specified in the NIT accepted unconditionally? |  |  |  |
| 11 | Whether the delivery period **(20 weeks)** is acceptable as per the tender. |  |  |  |
| 12 | Whether the warranty period is acceptable as per the tender. |  |  |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Sl.No | Description | Details | Yes/No |
| 1 | Technical details | Sensors need to be calibrated in post retrieval (as received condition) and pre-deployment (after cleaning the sensor). The supplied equipment needs to be operated in NIOT lab environment which is 24°±2, with electrical power of 220 -240VAC, 50Hz.The following CT sensors need to be calibrated (DUT Details) using this calibration setup* + 1. SBE37SMP
		2. SBE37 IMP (Pressure rated 6000m)
		3. SBE37 IM (Pressure rated 6000m)
 |  |
| 2 | Temperature calibration | Equipment to be supplied for temperature sensor calibration1. Two numbers Standard Platinum Resistance Thermometer (SPRT)
2. One number of temperature bridge with standard resistor
3. Temperature controlled bath with accessories
4. One numbers of Triple point of water cell (TPW)
5. Maintenance bath for water triple point
6. Gallium Melt Point Cell (GaMP)
7. Gallium maintenance enclosure Software tool
 |  |
| **Reference standard:**Reference SPRT should be calibrated against TPW and GaMP and certificate should be produced at the time of supply. Temperature Bridge, TPW and Gallium Melt cell must be calibrated and traceable to a national standards authority such as National Physical Laboratory (NPL) /National Institute for Standard and Testing (NIST) in the United States/ National laboratory of the country. Drift of SPRT can be validated against a fixed point cell before and after each calibration run. |  |
| **Temperature bath:**Range : 1.0°C to +35.0°COperating medium : Seawater or Saline (NaCL) solution at 35PSUTemperature Stability : ±0.001°C for a minimum of one hour (with DUT) with operating medium (including DUT and stand)Temperature uniformity : ±0.002°C all areas of DUT placement in the bath with operating medium.Power : 220 -240VAC, 50Hz Bath capacity : At least four SBE 37 (M/s. Seabird electronics) sensors to be calibrated in the bath at once.The bath should be fully Programmable through a communication port i.e., IEEE 488/RS232C etc. Test/calibration certificate should be provided for the temperature controlled bath. |  |
|  |  | **Fixtures Includes stand / storage cart on wheels for ease of re-positioning**:The temperature bath should be provided with proper fixtures to arrange the DUT (SBE37) in the water. The fixtures design should not affect the stability and equilibrium of the sensor and the bath. The casing material of the cables could be thermally insulated, and the base mounting could be provided with proper damping to avoid any unwanted vibrationsCalibration of CT temperature sensors is achieved by the comparison of the Device Under Test (DUT) to a reference temperature. Bath temperature, instrument output (in counts) to be used for calculating the coefficients, similar to the certificate provided by M/s seabird USA. New co-efficient need to be find by iterative process using software.Measurement uncertaintyTemperature measurement uncertainty should be ≤ ±0.0015°C |  |
| 3 | Conductivity calibration | Salinometer is used to find the salinity of the sample water used for the calibration, which gives the ratio of salinity of the seawater sample to a standard solution. The conductivity of sea water depends strongly on temperature. Hence, the temperature variation helps to vary conductivity of the water inside the bath. |  |
|  |  | **Equipment to be supplied for conductivity sensor calibration**\*In addition to the equipment used for the temperature calibration,salinometer Guideline Autosal (Available at NIOT) is required for this calibration\*Software tool for converting the temperature and salinity into the conductivity\* Autosal Computer Interface Allowing real-time data collection during analysis. Data can be collected, processed & stored using OSIL’s ACI-2017 software which is included with interface box.\*Autosal maintenance kit\*OSILPP - OSIL Salinometer Pump Comprising: Peristaltic pump Increase sample throughput by 25% for use with Autosal.Note: NIOT has the salinometer and this could be used. |  |
|  |  | **Procedure for calibration**Calibration conductivity sensors is dependent on a stable bath environment and accurate temperature measurement, this is achieved via the calibration system outlined above.Conductivity can be calibrated by taking bottle samples at each temperature set point.Measurement uncertaintyConductivity measurement uncertainty should be ≤ ±0.0005 S/m |  |
| 4 | Software | **Temperature calibration**:1. It should be able to communicate; display and record reference temperature from temperature bridge and Multiple DUTs (Minimum four numbers of SBE 37) sensors data and also it should able to calculate the calibration coefficient similar to the certificate provided by M/s Seabird electronics USA.
2. It should maintain stable temperature inside the temperature bath to calibrate the above stated sensors.
3. It should perform the auto/manual calibration if DUT details and calibration points are provided.
4. It should have the ability to prepare the calibration report similar to the certificate provided by M/s Seabird electronics, USA.

**Conductivity calibration:**1. Reference conductivity will vary based on the temperature inside the bath; software should find the conductivity from the bath temperature and salinity.
2. Software should have the ability to calculate the calibration coefficient for conductivity similar to the calibration of M/s Seabird electronics USA, from the calculated reference conductivity and DUT data.
 |  |
| 5 | Scope of supply | Standard platinum Resistance Thermometer (Make: Isotech /Fluke) | Range: -2.0°C to +35.0°CLong term drift: ≤0.001°C/ year |  |
| Temperature bridge with standard resistor(Make: Isotech /Fluke) | Accuracy: ≤ 0.015ppm and Resolution: 1µALinearity: < ± 0.01 ppm of Full Scale |  |
| Temperature controlled bath with accessoriesTriple point of water cell (TPW) with ice mantel maker(Make: Isotech/Fluke) | Range: 1.0°C to +35.0°C Seawater or Saline (NaCL) solution at 35PSU Uncertainty: <0.0001°CBorosilicate Glass |  |
| Maintenance bath for water triple point(Make: Isotech/Fluke) | Accuracy: ≤ ± 0.0001°C |  |
| Gallium Melt Point Cell (GaMP)(Make: Isotech/Fluke) | Uncertainty: ≤ 0.25mKType: sealed cell |  |
| Bath fixtures |  Bath fixtures for Reference and DUT mounting |  |
| Autosal Computer Interface box | Allowing real-time data collection during analysis |  |
| OSIL Salinometer Pump with Autosal maintenance kit | Peristaltic pump to Increase sample throughput |  |
|  | OSIL Salinity re circulating tanks  | 5 salinities |  |
| Necessary interface cable and connectors for DUT and other equipments | Seabird to serial/power cables x8 |  |
| Software | Data acquisition, display, processing and CT polynomial curve fitting etc., |  |
| PC/Laptop | Required PC/Laptop will be provided by NIOT, the bidder should specify in the bid about the required number of PC with configuration |  |
| 6 | Acceptance procedure | NIOT will review the final design of the CT calibration system which include the calibration bath, control unit and other sub components as per the specification & scope of the tender document.Two technical staff will be deputed from NIOT for onsite training and Factory Acceptance Test (expenditure towards travel and accommodation will be borne by NIOT).During the FAT the fully completed CT calibration system will be validated by test calibration, wherein the newly calibrated CT sensor (supplied by M/s Seabird-NIOT Scope) will be used as DUT and the residual should be within the specification limit (Temperature: ≤ ±0.002°C. conductivity: ≤ ±0.0003 S/m. After successful completion of FAT, the successful bidder should take the responsibility to shipping the complete system to NIOT, Chennai within the quoted price. Once the system is delivered at NIOT. Installation and commissioning to be completed within the delivery schedule. (expenditure towards travel and accommodation should be borne by supplier) NIOT will review reference sensors calibration certificate, manuals and the full functionality of the complete integrated system as specified in the tender document and also the validation test briefed in point no 6.2After acceptance of the system Program Level Training to be provided to NIOT officials to work with calibrator which should include installation, testing, configuring, interfacing reference sensors, calibration of sensor and troubleshooting etc. |  |
| 7 | Pre-qualification of Supplier | 1. Technical :

The supplier should have adequate past experience in supply of the Calibration equipment for conductivity and temperature (CT) sensors to a National or International Standard laboratories such as NPL India or NPL, UK or NIST, USA or PTB, Germany or BIPM, France or any RIC lab or RMIC lab or any International data buoy operators such as National Data Buoy Center, USA, Pacific Marine Environmental Laboratory USA, Woods Hole Oceanographic Institute (WHOI) USA, Japan Agency for Marine-Earth Science and Technology (JAMSTEC), National Oceanography Centre, UK.ii) Financial : (a) The average annual financial turnover of ‘The bidder’ during the last three years, ending 31.03.2022 should be at least Rs.75 lakhs (or equivalent in foreign currency at exchange rate prevalent on) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries. (b) The net worth of the Bidder firm (manufacturer or principal authorized representative) should not be negative year ending 31.03.2022 and also should not have eroded by more than 30% (thirty percent) in last three years, year ending 31-3-2022Note for Bidders:a) ‘Doctrine of Substantial Compliance’: The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the ‘Doctrine of Substantial Compliance’ and would be final.b) Along with all the necessary documents/certificates required as per the tender conditions,The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.c) Supporting documents submitted by the bidder must be certified as follows:i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number (PAN). |  |

 **Section – IV Price Bid Format (Not to be filled)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sl.No | Description | Qty | Quoted currency in INR | Unit Rate | Total Amount |
| 1 | Supply, Installation and commissioning of calibration equipment for conductivity and temperature (CT) sensor, including training | 1 Set | INR |  |  |
| 2 | Packing and Forwarding Charges (if any) | Lumpsum | INR |  |  |
| 3 | GST | Percentage |  |  |  |
|  | Total DAP, NIOT Chennai |  |

**Annexure - A**

**Special Condition of Contract (SCC)**

#  TECHNICALDETAILS

Sensors need to be calibrated in post retrieval (as received condition) and pre-deployment (after cleaning the sensor). The supplied equipment needs to be operated in NIOT lab environment which is 24°±2, with electrical power of 220 -240VAC, 50Hz.

The following CT sensors need to be calibrated (DUT Details) using this calibration setup

* + 1. SBE37SMP
		2. SBE37 IMP (Pressure rated 6000m)
		3. SBE37 IM (Pressure rated 6000m)

# TEMPERATURE CALIBRATION

* + 1. Equipment to be supplied for temperature sensor calibration
1. Two numbers Standard Platinum Resistance Thermometer (SPRT)
2. One number of temperature bridge with standard resistor
3. Temperature controlled bath with accessories
4. One numbers of Triple point of water cell (TPW)
5. Maintenance bath for water triple point
6. Gallium Melt Point Cell (GaMP)
7. Gallium maintenance enclosure Software tool
	1. Reference standard

Reference SPRT should be calibrated against TPW and GaMP and certificate should be produced at the time of supply. Temperature Bridge, TPW and Gallium Melt cell must be calibrated and traceable to a national standards authority such as National Physical Laboratory (NPL) /National Institute for Standard and Testing (NIST) in the United States/ National laboratory of the country. Drift of SPRT can be validated against a fixed point cell before and after each calibration run.

1.3 Temperature bath:

Range : 1.0°C to +35.0°C

Operating medium : Seawater or Saline (NaCL) solution at 35PSU

Temperature Stability : ±0.001°C for a minimum of one hour (with DUT) with operating medium (including DUT and stand)

Temperature uniformity : ±0.002°C all areas of DUT placement in the bath with operating medium.

Power : 220 -240VAC, 50Hz

Bath capacity : At least four SBE 37 (M/s. Seabird electronics) sensors to be calibrated in the bath at once.

 The bath should be fully Programmable through a communication port i.e., IEEE 488/RS232C etc.

 Test/calibration certificate should be provided for the temperature controlled bath.

1.4 Fixtures Includes stand / storage cart on wheels for ease of re-positioning

The temperature bath should be provided with proper fixtures to arrange the DUT (SBE37) in the water. The fixtures design should not affect the stability and equilibrium of the sensor and the bath. The casing material of the cables could be thermally insulated, and the base mounting could be provided with proper damping to avoid any unwanted vibrations

Calibration of CT temperature sensors is achieved by the comparison of the Device Under Test (DUT) to a reference temperature. Bath temperature, instrument output (in counts) to be used for calculating the coefficients, similar to the certificate provided by M/s seabird USA. New co-efficient need to be find by iterative process using software.

Measurement uncertainty

Temperature measurement uncertainty should be ≤ ±0.0015°C

# CONDUCTIVITYCALIBRATION

Salinometer is used to find the salinity of the sample water used for the calibration, which gives the ratio of salinity of the seawater sample to a standard solution. The conductivity of sea water depends strongly on temperature. Hence, the temperature variation helps to vary conductivity of the water inside the bath.

* 1. Equipment to be supplied for conductivity sensor calibration
1. In addition to the equipment used for the temperature calibration,salinometer Guideline Autosal (Available at NIOT) is required for this calibration
2. Software tool for converting the temperature and salinity into the conductivity
3. Autosal Computer Interface Allowing real-time data collection during analysis. Data can be collected, processed & stored using OSIL’s ACI-2017 software which is included with interface box.
4. Autosal maintenance kit
5. OSILPP - OSIL Salinometer Pump Comprising: Peristaltic pump to

 Increase sample throughput by 25% for use with Autosal.

 Note: NIOT has the salinometer and this could be used.

* 1. Procedure for calibration

Calibration conductivity sensors is dependent on a stable bath environment and accurate temperature measurement, this is achieved via the calibration system outlined above.

Conductivity can be calibrated by taking bottle samples at each temperature set point.

Measurement uncertainty

Conductivity measurement uncertainty should be ≤ ±0.0005 S/m

# SOFTWARE

The software could able to perform the following task. Temperature calibration:

1. It should be able to communicate; display and record reference temperature from temperature bridge and Multiple DUTs (Minimum four numbers of SBE 37) sensors data and also it should able to calculate the calibration coefficient similar to the certificate provided by M/s Seabird electronicsUSA.
2. It should maintain stable temperature inside the temperature bath to calibrate the above stated sensors.
3. It should perform the auto/manual calibration if DUT details and calibration points are provided.
4. It should have the ability to prepare the calibration report similar to the certificate provided by M/s Seabird electronics, USA.

Conductivity calibration:

1. Reference conductivity will vary based on the temperature inside the bath; software should find the conductivity from the bath temperature and salinity.
2. Software should have the ability to calculate the calibration coefficient for conductivity similar to the calibration of M/s Seabird electronics USA, from the calculated reference conductivity and DUTdata.

2.0 SCOPE OF SUPPLY

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.****No.** | **Item** | **Description** | **Quantity** |
| **1** | Standard platinum Resistance Thermometer (Make: Isotech/Fluke)  | Range: -2.0°C to +35.0°CLong term drift: ≤0.001°C/ year | 2 |
| **2** | Temperature bridge with standard resistor(Make: Isotech/Fluke) | Accuracy: ≤ 0.015ppm and Resolution: 1µALinearity: < ± 0.01 ppm of Full Scale | 1 |
| **3** | Temperature controlled bath with accessories | Range: 1.0°C to +35.0°C Seawater or Saline (NaCL) solution at 35PSU | 1 |
| **4** | Triple point of water cell (TPW) with ice mantel maker(Make: Isotech/Fluke) | Uncertainty: <0.0001°CBorosilicate Glass | 1 |
| **5** | Maintenance bath for water triple point(Make: Isotech/Fluke) | Accuracy: ≤ ± 0.0001°C | 1 |
| **6** | Gallium Melt Point Cell (GaMP)(Make: Isotech/Fluke) | Uncertainty: ≤ 0.25mKType: sealed cell | 1 |
| 7 | Gallium maintenance enclosure (Make: Isotech/Fluke) | Uncertainty: 0.25mK (with cell) | 1 |
| 8 | Bath fixtures |  Bath fixtures for Reference and DUT mounting | 1 |
| 9 | Autosal Computer Interface box | Allowing real-time data collection during analysis | 1 |
| 10 | OSIL Salinometer Pump with Autosal maintenance kit | Peristaltic pump to Increase sample throughput | 1 |
| 11 | OSIL Salinity re circulating tanks  | 5 salinities | 5 |
| 12 | Necessary interface cable and connectors for DUT and other equipments | Seabird to serial/power cables x8 | 1 set |
| 13 | Software | Data acquisition, display, processing and CT polynomial curve fitting etc., | 1 |
| 14 | PC/Laptop | Required PC/Laptop will be provided by NIOT, the bidder should specify in the bid about the required number of PC with configuration |  |

1. ACCEPTANCE PROCEDURE
	1. NIOT will review the final design of the CT calibration system which include the calibration bath,

control unit and other sub components as per the specification & scope of the tender document.

* 1. Two technical staff will be deputed from NIOT for onsite training and Factory Acceptance Test (expenditure towards travel and accommodation will be borne by NIOT).During the FAT the fully completed CT calibration system will be validated by test calibration, wherein the newly calibrated CT sensor (supplied by M/s Seabird-NIOT Scope) will be used as DUT and the residual should be within the specification limit (Temperature: ≤ ±0.002°C. conductivity: ≤ ±0.0003 S/m. After successful completion of FAT, the successful bidder should take the responsibility to shipping the complete system to NIOT, Chennai within the quoted price.
	2. Once the system is delivered at NIOT. Installation and commissioning to be completed within the delivery schedule. (expenditure towards travel and accommodation should be borne by supplier) NIOT will review reference sensors calibration certificate, manuals and the full functionality of the complete integrated system as specified in the tender document and also the validation test briefed in point no 3.2
	3. After acceptance of the system Program Level Training to be provided to NIOT officials to work with calibrator which should include installation, testing, configuring, interfacing reference sensors, calibration of sensor and troubleshooting etc.
1. Pre-bid Meeting

Pre-bid meeting will be held in NIOT to provide an opportunity to the prospective bidders to get their doubts clarified. Tender conditions will be finalized after the pre-bid meeting. Bidders are advised to visit GeM Portal to get the final view and clarification of NIOT. No reply in this regard shall be sent to individual bidders and no changes will be permissible after the tender is floated.

1. Pre-qualification of Supplier
2. Technical: The supplier should have adequate past experience in supply of the Calibration equipment for conductivity and temperature (CT) sensors to a National or International Standard laboratories such as NPL India or NPL, UK or NIST, USA or PTB, Germany or BIPM, France or any RIC lab or RMIC lab or any International data buoy operators such as National Data Buoy Center, USA, Pacific Marine Environmental Laboratory USA, Woods Hole Oceanographic Institute (WHOI) USA, Japan Agency for Marine-Earth Science and Technology (JAMSTEC), National Oceanography Centre, UK.
3. Financial:
4. The average annual financial turnover of ‘The bidder’ during the last three years, ending 31.03.2022 should be at least Rs.75 lakhs as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
5. The net worth of the Bidder firm (manufacturer or principal authorized representative) should not be negative year ending 31.03.2022 and also should not have eroded by more than 30% (thirty percent) in last three years, year ending 31-3-2022.

Note for Bidders:

a) ‘Doctrine of Substantial Compliance’: The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money.

 This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC.

Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the ‘Doctrine of Substantial Compliance’ and would be final.

b) Along with all the necessary documents/certificates required as per the tender conditions,

The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

* 1. Supporting documents submitted by the bidder must be certified as follows:
1. All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
2. All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number (PAN).

**ANNEXURE-B**

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

1. 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
2. Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

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

**ANNEXURE-C**

**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- D**

**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-E**

**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-F**

**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-G**

**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 ) x 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- H**

**Self-Certification**

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

It is certified that

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

 OR

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

Place:

Date:

Authorised Signatory

Name:

Company Seal

**Chapter-9**

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

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

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

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

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

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

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

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

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

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

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

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

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

awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-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 valuate L1 bidder and bidder for award of contract with the margin of purchase preference of 20% to Class-I Local supplier:

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

b) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

c) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Only Class-II Local suppliers are not eligible to get price preference under this clause.

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

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase

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

least 50% of the tendered quantity.

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

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

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

Quantity of

Tendered goods

Price quoted by Class-I Local

supplier

Finalization of tender

Can be Split L1 Full order on Local supplier

Can be Split Not L1 but within L1 + 20%

50% order on Class-I Local supplier

subject to matching L1 price

Cannot be Split L1 Full Order on Local supplier

Cannot be Split Not L1 but within L1+20%

Full Order on Class-I Local supplier

subject to matching L1 price

68

6) Verification of local content

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

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

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

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

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

d) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

B) Price Preference to MSEs

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

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

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

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

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

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

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

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

Can be Split Not L1 but within L1+15% 25% order on MSE subject to matching L1 Cannot be Split L1 Full Oprrdiceer on MSE Cannot be Split Not L1 but within L1+15% Full Order on MSE subject to matching L1 price

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

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

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

mentioned in MSE’s certificate matches with the nature of the services and goods /items to be supplied as per Tender.

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

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

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

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