



NATIONAL INSTITUTE  
OF  
OCEAN TECHNOLOGY

**NOTICE INVITING TENDER (NIT)**

Form No. NIOT/S&P/NIT

निविदा संख्या/ Tender No.	<b>NIOT/HVT/1365/2024-25</b>	
कोजारी/ Tender Title	<b>Fermentor with Multipurpose Control Station</b>	
निविदा प्रणाली/Tender Mode	<b>GeM portal (Open Tender- Dual Bid)</b>	
निविदा जारी करनेकी तारीख/ Tender issue date	<b>25.04.2025</b>	
Pre-Bid Meeting Date and Time	<b>30.04.2025 @ 11.00 Hrs</b>	
निविदा समापन तिथि और समय/Tender closing date and time	<b>23.05.2025 @11.00 Hrs</b>	
निविदा खोलनेकी तिथि और समय/Tender opening date and time	<b>23.05.2025 @11.30 Hrs</b>	
ईएमडी जमा करना/ Submission of EMD	<b>INR 4,73,215/-</b> a) Scanned copy of the EMD instrument to be uploaded in the GeM portal. b) <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</b>	
निविदा दस्तावेज उपलब्ध स्थान/ Tender Documents available place	Tender documents can be downloaded from GeM portal app and NIOT website <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender.	
बोलीका प्रकार & निविदा जमा करना /Bidding Type &Tender submission	The tender is being Two Bid system, Techno-commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through GeM portal <a href="http://gem.gov.in">http://gem.gov.in</a>	
ई-निविदा के लिए हेल्प मैनुअल/ Help manual for e-tender	Bidders may be downloading the help documents Helpdesk number :1800-419-3436 e-mail: <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a> For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority	
अपने प्रश्न ईमेल आईडीपर भेजें Send your queries to the email ID	निविदा के अंतिम चरण तक/Upto Tender finalization	<b><a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a></b>

## INTRODUCTION

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

### General Conditions of Contract (GCC)

National institute of Ocean Technology invites E-tender **Fermentor with Multipurpose Control Station** as per details given below.

### Notice Inviting Tender (NIT)

**1 Submission of bids:** Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal as Part-1 and price bid (BOQ) as Part-2 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.

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

The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

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

## 2. Pre-Qualification Criteria:

### a) Technical Criteria:

- Only reputed manufacturers of laboratory scale fermenters with considerable 10 years of experience in this area or their authorized representatives/agents need to quote.
- The supplier must have supplied at least five similar instruments to government or semi government research organization/Institutions anywhere in India in the past five years (Mandate to attach minimum 5 P.O. copies).
- It is mandatory to enclose certificate from at least five users working in Biochemical Engineering/Fermentation related work for the same equipment from government or semi government research organization/Institutions to the effect that they are satisfied with the performance of the equipment and service of the supplier.
- Manufacturer should have CE certification EN61010-1 for the product (design, production and installation).

- Should attach minimum 3 relevant publications from reputed national and international journals about the application of the instrument

**b) Financial Criteria:**

- (i) The average annual financial turnover of "the bidder" during the last three years ending on 31.03.2024 should be at least INR 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.
- (ii) The net worth of the Bidder / Consortium (lead partner) should not be negative, on 31.03.2024 and also should have not eroded by more than 30% (thirty percent) in the last three years ending on "The Relevant Date" (i.e) 31.03.2024.

**3. Pre-Bid meeting:** Pre-bid meeting shall be held **on 30.04.2025 at 11.00 hrs. (IST)** through video conference to clarify queries from all potential bidders. All the Potential bidders are advised to send their queries sufficiently in advance by email to [hvt@niot.res.in](mailto:hvt@niot.res.in). The meeting link will be uploaded as a corrigendum. A Corrigendum will be issued based on pre-bid meeting clarifications and shall form part of the NIT.

**INSTRUCTION TO BIDDERS:**

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

**4. Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender or clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list.

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

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

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

**8. Goods:** Goods should be supplied only after signing of the contract by NIOT.

**9.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 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 order after such changes and in case, NIOT decides to proceed with the order, it may require the bidder/contractor to execute further agreements with regard to execution/ implementation of the order.

**10. LOI Acceptance:** The successful bidder should submit LOI acceptance within Fifteen days from the date of LOI along with copy of Performance Security, failing which it shall be presumed that the bidder is not interested, the EMD submitted will be forfeited and the firm will be banned as per the Bid Security declaration.

**11. Signing of Contract:** On successful evaluation and declaration of the Successful bidder, initially a Letter of Intent will be issued by NIOT. The successful bidder should submit LOI acceptance within 15days. Power of attorney along with the Board resolution copy authorizing the signatory to sign the contract with NIOT, if the contract is signed other than the Director of the company has to be submitted. If the Director of the company is signing the contract the copy of the MOA to be submitted, upon receipt of acceptance of LOI and other relevant documents mentioned, a contract shall be signed between NIOT and the successful bidder.

### **BIDDING CONDITION**

**12. Deadline for Submission of Bids:** e-Bids must be submitted only at the GeM portal specified in the Invitation for Bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission in GeM well ahead of closing date and time and avoid any last-minute submission.

**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 of NIOT website. Hence bidders are requested to watch our 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-submission/receipt of the tender due to any network problem or technical issues with bidder.

**17. Submission of tender by a tenderer** implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the services/work to be done; local conditions and other factors bearing on the execution of the works.

**18. EMD / Bid security:** The bidder should enclose the EMD /Bid security in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee,

Insurance surety bond from any of the Commercial Banks drawn in favour of the Director NIOT.

The tenders without EMD shall be summarily rejected. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD / Bid Security of the successful bidder first stage (i.e.) Technical evaluation etc shall be returned within 30 days of declaration of result of first stage (i.e.) technical evaluation. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (Gem portal permits all the bidder to modify/ withdraw their bid before bid closing date/time).

**MSME:** "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR are however required to submit a signed Bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issue by the appropriate authorities. Accepting that if they withdraw or modify their Bids during the period of

validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES. Bid declaration format to be attached. The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

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

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

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

Retail & Whole sale Traders: Any bidder who are retailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020. The bidder whoever claim EMD / Bid security exemption through MSME certificate should classify themselves as above and need to provide details.

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

**EMD may be forfeited:**

(a) If a bidder withdraws, modifies for provided unsolicited off involuntarily revising the price in what so every aspect, its bid during the period of bid validity specified by the bidder on the bid form; or

(b) In case of a successful bidder, fails to furnish LOI acceptance within 15days of the LOI and/or fails to furnish Performance Security.

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

**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:** While NIOT will finalize the tender within the bid validity sought as per this NIT, due to circumstances beyond the control of NIOT, prior to expiry of the original Bid validity period; NIOT may request the Bidder for a specified extension of the bid validity without modifying RFP or Price. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will extend the validity of his Bid and Bid Security (EMD) correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically for which necessary action would be taken by the bidder to submit the extended BG well before the expiry of the current validity.

**22. Conditional offers:** Conditional offers will not be accepted.

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

**24. Acceptance of bids:** NIOT may accept or reject any / all tenders including the lowest tender without assigning any reasons whatsoever. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

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

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

**27. Award:** NIOT shall place the LOI either consolidated or separately for each of the title.

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

**29. 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**

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

- a) Costs of goods/ services covered in this contract.
- b) Taxes and duties
- c) Transportation and packing cost, unloading cost at respective NIOT sites.

d) Cost of handling, documentation, freight, insurance from Bidder's warehouse up to NIOT warehouse.

e) Cost towards third party inspection as set forth in the LOI 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.

**31. Taxes and duties:**

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

**32. a. Guaranteed time of delivery:** The time of delivery including Assembly, Integration testing and handing over in satisfactory condition is the essence of the contract and the System should be **delivered within 8 weeks** from the date of signing of the contract. In the event of part supply, NIOT shall withhold the entire payment until all the items are supplied as per the contract. The bidder should adhere the delivery schedule indicated above.

**b. Place of Supply and Installation:** The successful bidder should delivery at the following places:

**(i)** NATIONAL INSTITUTE OF OCEAN TECHNOLOGY, CHITTEDU VILLAGE, KOTA MONDAL, KESAVARAM – 524410, TIRUPATHI DISTRICT, ANDHRA PRADHESH - 8 nos alongwith accessories.

**(ii)** ATAL CENTRE FOR OCEAN SCIENCE AND TECHNOLOGY FOR ISLANDS (ACOSTI), DOLLYGUNG, SRI VIJAYA PURAM – 744103, UT ANDAMAN & NICOBAR ISLANDS - 4 nos alongwith accessories.

The successful bidder is responsible to unload the item from carriage and hand over to respective store. Part Supply is not allowed. All the items should be delivered in a single lot within the stipulated time [Refer clause 32 (a)].

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

**34. Delay in Completion / Liquidated Damage (LD):** If the Bidder shall fails to deliver all the items within the time specified in the contract, NIOT shall recover from the Bidder as liquidated damages a sum of 0.5% of the contract price per week of delay and maximum 5 (Five)% of the LOI value.

**35. Insurance:** The Goods supplied under the Order shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the NIT. If any such damage occurred, the goods shall be replaced within in the 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 Bidder fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the Order 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 Bidder. No payment claimed for any part supplies made.

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

**38. Deductibles:**

a) Deduction of Indian Income Tax Deduction at Source for the Indian bidders: TDS will be deducted as applicable for service portion. Valid Permanent Account Number (PAN) is mandatory.

b) Deduction of GST TDS for the Indian bidders:

GST-TDS is deductible on supply of goods or services in respect of Intra - State supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2% (IGST) from the payment made or credited to the supplier of taxable goods or services or both when the contract value is above Rs.2, 50,000/-.

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

(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 contract/ LOI and forfeit the EMD /Bid security.

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

**40. Payment: NO ADVANCE PAYMENT WILL BE MADE.** a) 90%Payment will be made after receipt, installation and training and acceptance of the item at respective NIOT sites, within 30 days from the date of receipt of bill along with the required documents. Warranty certificate, test certificates has to be submitted and upon fulfilment of all other obligations stipulated in the order/ contract. The balance Ten percent (10%) retained towards warranty will be paid after completion of the entire comprehensive warranty period.

**41. Comprehensive 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 bidder 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 bidder that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. During the warranty period, the service engineers should visit whenever there is a breakdown, further the Software upgrades should be free of cost under warranty period.

This warranty should be minimum for the period for **36 months** after supply, acceptance, installation and training at both the locations. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Bidder letter head. If the Manufacturer standard warranty is more than 36 months the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which NIOT may have against the Bidder under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

**42. Performance/ Warranty Bank Guarantee:** Performance bank guarantee for 10% of the value of supply should be provided and it should be valid throughout the comprehensive warranty period plus 60 days. Performance Bank Guarantee should be from any Nationalized/Commercial bank in India or their branches outside India then 100% payment will be released. If PBG is not submitted the 10% of the item value will be retained towards the comprehensive warranty and it will be released after completion of the comprehensive warranty period.

**43. Force Majeure:** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

**44. Arbitrations/Disputes:** In the event of any dispute, difference, interpretation or application relating to this agreement arises; the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through arbitration by an arbitrator to be appointed by the Director, NIOT with mutual consent.

The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

**45. Risk and Insurance:**

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

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

The Bidder/Contractor shall take out and keep in force, adequate insurance in respect of their own as well as hired equipment's (to the extent of their insurable interest) tools, materials, marine spreads, vessels, barges, crafts ships and operational facilities used during the entire period of their engagement in connection with the Bidder to the insurable value of such constructional plant, equipment and other things. NIOT shall have no liability whatsoever in this regard. NIOT shall not consider any claim whatsoever, hence Bidder/Contractor shall assess all possible risks and take adequate all risk insurance cover including transit insurance. General terms and conditions for tender submission & evaluation NIOT reserves right to reject any or all of the bids received in response to this invitation to tender without assigning any reasons whatsoever.

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

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

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

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

i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii) "Bidder from a country which shares a land border with India" for the purpose of this Contract means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or An India (or other) agent of such an entity; or
- e. A natural person who is a citizen of such a country; or
- f. A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.

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

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification
  - v). An Agent is a person employed to do any act for another, or to represent another in dealings with third person
  - vi). The successful bidder shall not be allowed to sub-Contract works to any Bidder from a country which shares a land border with India unless such bidder is registered with the Competent Authority.

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

#### **48. Eligible Bidders**

**a)** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

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

#### **49. Cost of Bidding**

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

#### **50. 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 Contract. In pursuit of this policy, the following are defined:

##### **(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 contract to influence a procurement process or the execution of the contract.

**(c) Collusive practice**

Means a scheme of 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 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 Order to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of Order; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain

**(g) Obstructive practice**

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

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

**h) Obligations for Proactive disclosures**

i) 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 Order. Failure to do so would amount to violation of this code of integrity.

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three

years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

#### **i) 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 Order or in executing a Order, the purchaser may take appropriate measures including one or more of the following:

- a) If his bids are under consideration in any procurement:
  - i. Forfeiture or encashment of bid security;
  - ii. Calling off of any pre-Order negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.
- b) If an order has already been awarded
  - i. Cancellation of the relevant Order and recovery of compensation for loss incurred by the Purchaser;
  - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
  - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- c) Provisions in addition to above:
  - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

#### **51. Amendment to Bidding Documents**

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

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

- a) To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- b) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
  - a) A detailed description of the essential technical and performance characteristics of the goods;
  - b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid; and
  - c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

d) 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.

### **53. Confidentiality**

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of Order 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 GeM portal.

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

### **54. Contacting the Purchaser**

a) No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Order award may result in rejection of the Bidder's bid.

Post qualification

c) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Order satisfactorily, in accordance with the criteria listed in the SCC/ANNEXURE-I of the NIT.

d) The determination will take into account the Eligibility & Qualification criteria listed in the SCC/ANNEXURE-I of the NIT and it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.

e) An affirmative determination will be a prerequisite for award of the Order to the Bidder. A negative determination will result in rejection of the Bidder's bid.

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

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

b) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in prequalification bid.

c) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

d) In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in Special Conditions of Contract (SCC/ANNEXURE-I) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

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

a) Determination of the need for procurement;

- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after the contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/Contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

If the Supplier is in 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.

**57. Termination:** a) The contract shall become effective from the date of signing of contract and the contract shall automatically get terminated after successful completion of all contractual obligation and warranty obligation as per the terms of the contract.

- b) (i) Termination of the contract due to breach of contract by the bidder
- (ii) Termination of contract due to default,
- (iii) Termination of the contract due to insolvency,
- (iv) Termination of the contract for convenience.

If the termination of the contract happens due to the above factors, [(i), (ii) &(iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent.

### **58. Clarifications**

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

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

### **59. Indemnities**

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

- i. Breach of this Agreement by the Bidder

- 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 Bidder
- iv. Any negligence or wilful misconduct of Bidder, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the Bidder
- vi. Any breach of an agreement or understanding between Bidder 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 Bidder to NIOT, its personnel or property
- ix. Any loss or damage caused by the Bidder 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 Bidder is required to obtain, keep valid and comply with under any Legislation in contract to perform its obligations hereunder
- xi. Any obligation of the Bidder performed by NIOT under this Agreement or under any Legislation

## **60. Make in India-Price Preference-MSME**

### **I. Definitions of terms applicable to Make in India procurement policy of Govt of India:**

- a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.
- c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
- d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.
- e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not from a Class-I local supplier, 50% of the contract 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 order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) or reference order and which are not divisible in nature, and in procurement of services where the bid is

evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

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

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

In tenders where contract is awarded to multiple bidders subject to matching of L 1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

b) In other cases , 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Contract.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

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

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

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For

the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Contract, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

**V. Verification of Local content: -**

a. The 'Class-I local supplier'! 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'! 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs . 10 crores, the 'Class-I local supplier'! 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

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

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

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

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

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

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

a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the order will be awarded to L1.

b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.

c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.

d) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate.

- e) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- f) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- g) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.
- h) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

## Section I-Commercial Terms Compliance sheet

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether Taxes and duties are inclusive in the quote. (Registration numbers for claiming the same to be strictly indicated)			
2.	Whether EMD for <b>Rs 4,73,215/-</b> is enclosed along with the Technical bid			
3.	Whether accepted to submit the LOI acceptance within Fifteen days from the date of LOI?			
4	Whether submission of Performance Security is acceptable?			
5.	Whether Quote is valid for <b>120 days</b> from the due date of tender or time specified in the tender document whichever is later?			
6.	Whether <b>payment terms</b> of the tender is complied with?			
7.	Whether price is <b>FOR</b> at respective sites as per Clause no.32 (b)?			
9.	Whether the <b>authorization letter</b> exclusively for this tender from the original manufacturer is enclosed?			
10.	Whether submission of <b>warranty</b> certificate in the prescribed format is acceptable?			
11.	Whether the <b>delivery period</b> is acceptable as per Clause no.32 (a)?			
12.	Whether list of deliverables attached and comply as per tender?			
13.	Whether liquidated damage clause is acceptable in case of delayed supply?			
14.	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
15.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
16.	Whether copy of duly signed (all pages) tender document along with annexures (1-8) is uploaded along with the quotation.			
17.	Whether pre qualification criteria documents are attached?			

## Section II-Technical Compliance Sheet

S. No	Specification Name	Specification Description	Compliance (Yes/No)	Catalogue / bid Page No. with Bidder's offered parameter
1.	<b>Fermentor total volume 6-7.5L &amp;</b>	Total number of fermentor: 12 nos. Vessel should be with heat blanket/ water jacket option. Operating working volume should be in the range of 2.0 – 4.0 L.		
2.	<b>Process Control: Latest Generation P.I.D. based Microprocessor controller</b>	Independent Process Controller - 12 nos. Process monitoring, control, and operation with minimum 7 inches Touch Screen with manual and external/software control. The controller must automatically control various process parameters like pH, DO, anti-foam / level, temperature, air, oxygen supply, etc. The control should have alarms setting for different process parameters. The controller should have a cascading system of Air, Oxygen, and Stirrer speed to maintain the dissolved oxygen concentration.		
3.	<b>Process control parameters and measurement range</b>	Temperature (10 °C-60 °C or broader range) pH (2-14 pH with 0.01 pH resolution) DO (0-100% with 0.1% resolution): 0-100 % or better and DO Sensor. Foam and level: (Electrical conductivity sensor, stainless steel, ceramic insulated) Air (5% to 100%) Oxygen (0% to 100%) The process controller should be capable of handling single use vessels for future development along with glass vessels. System should have the provision for interchanging the Direct drive with the magnetic drive. The magnetic drive should be capable of clockwise and counter clockwise rotation. External Signal Inputs: Minimum two External Signal Inputs (4-20mA & 0-10V) to attach other accessory pieces of equipment. The controller must have USB, Ethernet, and RS232/485 ports for external communications and control.		

4.	<b>Culture Vessel (Head Plate, Ports and other accessories) and Stirrer Motor</b>	<p>Borosilicate Glass Vessel with flexibility of interchangeable culture vessel in range of 1L, 2L and 5L with a stainless-steel Head plate (2 x Handles) containing more than 10 ports. Sampling and harvest tubes to be provided.</p> <p>It should be possible to use the same system for all microbial, cell culture, algal and fungal cultures</p> <ul style="list-style-type: none"> <li>• Culture vessel Stand: Stainless steel stand to support the culture vessel</li> <li>• Impellers: 2x6 Blades Ruston type disk impeller &amp; 2 marine impeller with minimum 3-4 blades should be provided</li> <li>• Air Sparger: 1 x Ring sparger with holes, Hose nozzle for hose connection</li> <li>• Stirrer and Mechanical Seal: Stirrer assembly and direct coupling.</li> <li>• Stirrer Motor: Top Driven Motor with RPM range 50 to 1200 RPM</li> <li>• Exhaust condenser: 1 Stainless steel Exhaust condenser assembly with inlet and outlet of chiller connection with autoclavable air filter (0.2 µm PTFE)</li> <li>• Temperature sensor: To support Temperature sensor PT100</li> <li>• Baffles Assembly: One Baffles Assembly for 5-liter vessel with ~1/10th of the vessel diameter (Minimum 4 Baffle Blades)</li> <li>• 3-way inlet port: 1×3way inlet port connection for Acid, Base and Antifoam</li> <li>• Sampling kit: One sampling kit for sample analysis from the fermentor with autoclavable assembly</li> <li>• Connectors: Quick release connectors (SS or Brass) for glass vessel, Chiller, air supply and condenser.</li> <li>• Single Use Vessels: Minimum 12 nos. of 10 L single use vessels for marine microbial fermentation needed to be provided</li> </ul>		
5.	<b>Sensors (Autoclavable), pumps and</b>	<ul style="list-style-type: none"> <li>• Temperature Sensor: One PT 100 range of minimum 0-140° C (Temp. Control: Minimum 0-60°C) with</li> </ul>		

	<p><b>Thermal mass flow controller (TMFC)</b></p>	<p>appropriate cable and housing assembly. The sensor should be Autoclavable.</p> <ul style="list-style-type: none"> <li>• pH Electrode: One Gel-filled pH Electrode (Mettler Toledo/Hamilton), 12mm diameter with an appropriate height of culture vessel (~325mm), with connector cable (Mettler Toledo/Hamilton). The sensor should be Autoclavable.</li> <li>• Dissolved oxygen Electrode: One Dissolved Oxygen electrode (Mettler Toledo/Hamilton), stainless steel, 12mm diameter, with an appropriate height of culture vessel (~320mm) with connector cable, DO membrane and Electrolyte. The sensor should be autoclavable.</li> <li>• Foam Sensor: Stainless steel, Electrical conductivity based foam sensor</li> <li>• Integrated and additional pumps for Acid, Base, Antifoam, and Substrate supply: <ul style="list-style-type: none"> <li>a. Pumps: Minimum 3 pumps must be supplied with complete integration to a main controller unit for precise supply of different liquid to maintain different process parameters: Pumps should be able to operate in both clockwise and counter clockwise direction. System should additionally have a provision to accommodate up to 2 more variable speed drive pumps.</li> </ul> </li> <li>• Gas Supply and Air/Oxygen Mixing (Air, Oxygen, and Nitrogen)</li> <li>• Single Thermal mass flow controller (TMFC) to be provided with an option of gas mix. The range of the TMFC has to be from a minimum 0.1 to 20 SLPM to accommodate different capacities of glass vessels or better</li> <li>• TMFC should be interchangeable/upgradable for different ranges at the site.</li> <li>• TMFC should be capable of using different gas mixing requirement like oxygen enrichment (aerobic), Nitrogen enrichment (anaerobic) and 3 or 4 gas mix option based on</li> </ul>		
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		the user application.		
6.	<b>Process Control Software (SCADA with following Specification and PC)</b>	<p><b>a. Software (3 Nos.):</b> One SCADA software should have a user-specific life-long license and accessibility for Data logging and programming of various process parameters. Programming and scripting options should be available. The quoted SCADA software should provide online and off-line sample data management, visualization, evaluation, expanded data recording, and data archiving capabilities, Alarm recording and transmission to multimedia devices, and a flexible device connection facility. USB interface for data transfer is a must. Data on multiple parameters to be presented numerically in line graphs. The PC should have three years warranties.</p> <p><b>b. Computer to run SCADA software (3 Nos):</b> To run SCADA software a Branded PC (Either Dell, HP, or Acer) with original windows 10 professional/advanced, core i7 10th generation processor, antivirus, 22- inch monitor, 1 TB HDD, 8 GB RAM or better specifications must be included in the quotation. The computer system should run the software for proper management of fermentor to control various parameters through network.</p>		
7.	<b>Chiller Circulator</b>	<p>Chiller- 3 nos. To control temperature during the process, a high capacity water chiller must be provided with a minimum temp Range: 4 °C to +40 °C. The chiller must be from a reputed brand. CFC-free (R404A), 12-15 l/min and Minimum 8-12 Litre tank capacity.</p>		
8.	<b>Air Compressor</b>	<p>Air compressors – 3 nos. An oil-free and Noise free Air compressor to be supplied, Capacity 40LPM with control for back-pressure release., Flow control valve, safety valves, NRV and Pressure gauge with moisture trap and suitable connectors.</p>		
9.	<b>Stabilizer</b>	<p>Stabilizer - 3 nos. 10 KVa servo stabilizers to automate power regulations and correcting voltage fluctuations</p>		
10.	<b>Supply</b>	Equipments should be supplied and installed at 8 nos. at NIOT-Chittedu, AP.		

		<p>and 4 nos. at ACOSTI, Port Blair, A&amp;N Islands.</p> <p>Training and demonstration at NIOT-Chittedu, AP. and 4 nos. at ACOSTI, Port Blair, A&amp;N Islands.</p> <p>Payment will be released after successful demonstration of one cycle of fermentation at each site.</p>		
11.	<b>Documentation</b>	<p>The firm should provide necessary original catalogue evidence of the features of the offered model in the technical bid to facilitate proper technical evaluation. Indicate the year in which the model offered was introduced into the market and confirm whether the spares for the system would be available for a minimum period of 10 years and shall not be obsolete within five years of procurement.</p> <p>Provide application notes 10 nos. on the quoted model</p> <p>Should provide 10 nos. Original PO copy of similar instrument supplied to Government or semi-government organization.</p> <p>Should provide 10 nos. user contact details and user satisfactory reports of the quoted model from Government or semi-government organization.</p>		
12.	<b>Certification</b>	<p>CE, MOC, calibration certificates (pH, temperature &amp; DO probes), warranty certificates</p> <p>SAT (Site Acceptance Test ) certification</p> <p>All materials / sensors, spares, valves, tubing, MFCs, drive, pumps, motor, seals, filters should be branded and to be supplied with proper certifications &amp; warranty and the list / make should be declared during the bid</p>		
13.	<b>Calibration</b>	<p>Whole system and sensors has to be calibrated by OEM yearly once from date of installation till warranty period</p>		
14.	<b>Warranty</b>	<p>Comprehensive Warranty for a period of 36 months from the date of installation</p>		

### Section IV UNPRICE BID FORMAT

S.No	Description	Quantity	Unit	Unit rate	Amount
1.	Fermentor total volume 6-7.5 L	12	Nos	Price should not be revealed here. If revealed then your quote will not be considered for evaluation refer clause no.1 (Part-1)	
2.	Process Control Software (SCADA with following specification and PC)	3	Nos		
3.	Chiller Circulator	3	Nos		
4.	Air Compressor	3	Nos		
5.	Stabilizer	3	Nos		

**Note: The basic price should be inclusive of all. Gem excel sheet does not have the provision to provide GST/other levies as a separate line item. No partial/split order will be accepted.**

## Annexure -I

### 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 order with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the order, 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 - II

### MANUFACTURERS' AUTHORIZATION FORM

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

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

Date: [insert date (as day, month and year) of Bid Submission]

Tender No. : [insert number from Invitation For Bids]

To : [insert complete name and address of Purchaser]

#### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 40 of the NIT, General Conditions of Order, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

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

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

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

**ANNEXURE-III**

**PERFORMANCE STATEMENT FORM**

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

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

Order Placed by (full address of Purchaser)

Order Number and date:

Description and Quantity of Ordered:

Equipment Value of Order:

Date of Completion of deliver as Per Order:

Date of actual Completion of Delivery:

Remarks Indicating reasons for late delivery, if any:

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

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

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

Place :

Date :

## **ANNEXURE-IV**

### **Self-Certification**

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

It is certified that

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

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

Tick as applicable

Place:

Date:

Authorised Signatory

Name:

Company Seal

**ANNEXURE-V**  
**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-VI

### **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-VII**  
**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 =  $(\frac{Y}{X+Y}) \times 100$

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

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

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

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

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

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

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

## **Annexure –VIII**

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

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

.....

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

Signature of vendor with stamp