

TENDER FOR WORKS

*Providing and Fixing of Precast RCC Drainage Slabs at NCPOR,
Goa*



NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH

(Ministry of Earth Sciences, Govt. Of India)

Headland Sada, Vasco-da-Gama

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ESTATE- SECTION

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E-Tender Notice

PUBLIC TENDER

Director, National Centre for Polar and Ocean Research (NCPOR) invites **e-tenders** in Single Bid (Techno – Commercial bid) from well-established Bidders for the following work through e-tendering on online e-procurement portal i.e. <http://eprocure.gov.in/eprocure/app>

Sl. No.	e-Tender No.	Item Description	Type of tender	Qty.	EMD in RS.
01	NCPOR/Estate/ET-01/2024-25	Providing and Fixing of Precast RCC Drainage Slabs at NCPOR, Goa	Single bid	01	43,500.00

Bidders can download the complete set of bidding documents from e-procurement platform <http://eprocure.gov.in/eprocure/app> from **17.05.2024 18:00** Hrs onwards.

The e-tender notice is also available on our website <http://www.ncpor.gov.in>.

Bidders have to submit the bids online by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>

Bid Submission End date : **08.06.2024 17.00 Hrs**
 Bid Opening date : **10.06.2024 10.00 Hrs**

Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.

The Director, NCPOR reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sd/-
For & on behalf of NCPOR

NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH
 (Ministry of Earth Sciences, Govt. Of India),
 HEADLAND SADA, VASCO-DA-GAMA,
 GOA - 403 804

E-TENDER NO: -NCPOR/Estate/ET-01/2024-25

**TENDER FOR Providing and Fixing of Precast RCC Drainage Slabs at
 NCPOR, Goa.**

e-Procurement portal i.e. <http://eprocure.gov.in/eprocure/app>
Manual bids will not be accepted under any circumstances.

1.	Providing and Fixing of Precast RCC Drainage Slabs at NCPOR, Goa Scope of work:	As per Annexure-IV, V & VI	
2.	General Terms and Conditions	As per Annexure I, II & III	
3.	EMD	<p>A) Indian Bidders shall submit EMD either by DD drawn in favor of NCPOR, for a sum of Rs. 43,500/- (Rupees Forty Three Thousand Five Hundred only) payable at Vasco-da-Gama only.</p> <p style="text-align: center;">Or</p> <p>In the form of a bank guarantee for a sum of Rs. 43,500/- (Rupees Forty Three Thousand Five Hundred only) The scanned copy of DD/BG is to be uploaded in the CPP Portal while submitting the bid.</p> <p>The Original DD/BG towards EMD should reach NCPOR within the bid submission date and time for the tender.</p> <p>Bids received without EMD will be rejected.</p>	
	Critical Dates	Date (DD/MM/YYYY)	Time (Hrs. Mins)
	Tender Publishing date	17.05.2024	18:00
	Document download start date	17.05.2024	18:00
	Document download end date	05.06.2024	10:00
	Seek Clarification end date	05.06.2024	17:00
	Bid Submission start date	17.05.2024	18:00
	Bid Submission end date	08.06.2024	17:00
	Bid opening date	10.06.2024	10:00

Instruction for online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The Instruction given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More Information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured long-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders,

wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the requirement documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder, this would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand these documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "other Important documents" area available to them to upload such document. These documents may be directly submitted from the "My Space" area while submitting a bid, and need to be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
- 3) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The detail of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during the bid submission time. Otherwise then uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed in the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during the bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured socket Layer 128 bit encryption technology, data storage encryption of sensitive fields is done. Any bid document that is uploaded to the

server is subjected to symmetric encryption using a system generated symmetric keys. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid and may be used as an entry pass for any bid opening meetings.

ASSITANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of the online bid submission or queries relating to CPP Portal in the general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.

ANNEXURE – IINSTRUCTION TO THE BIDDERS

1) The Director, National Centre for Polar and Ocean Research (NCPOR) invites online e-Tender in Single Bid from reputed firms for the **“Providing and Fixing of Precast RCC Drainage Slabs at NCPOR, Goa.”** **through only online e-procurement portal** i.e. <http://eprocure.gov.in/eprocure/app> as per the specifications given in Annexure-I. **Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances. The Eligibility Criteria is as below:**

Eligibility Criteria: The bidder should have,

- (a) Executed at least one ‘Single civil work` of Rs. 11.60 lakh or above or Two `Single civil work ` of Rs. 8.70 lakh or above or Three `Single civil works` of Rs 5.80 lakh or above during the last seven years ending March 2024 in any Government/PSU/Reputed Organizations.
- (b) Minimum Average Annual Turnover of the bidder (For Last 3 Years) 10 lakh or above ending March 2024.(Please provide audited Balance sheet/ CA Certified P/L Statement and ITR)
- (c) GST Registration
- (d) PAN/TAN number
 - The bidder should fulfill all above eligibility criteria to become eligible for participating in this tender.
 - Self-attested copies of all above documents should be uploaded. The original documents should be presented for verification as & when asked.

2) Time period for completion of work in 45 days from the date of award of work order.

3) The bids should be submitted in Single Bid containing **Techno-Commercial bid**.

I) Technical bid should contain all details and specifications of the item offered, delivery schedule, payment term, etc.

In the TECHNICAL BID, the Bidder should furnish the Name and address of the Purchaser placed orders on similar item with order No, date, Description and quantity, Date of Supply without price along with Contact person Telephone No, Fax No, and e mail address of Purchaser.

II) Commercial bid should contain details of the price(s) of the item(s) quoted in the technical bid. **The price bid or Bill of Quantity** will be in Excel format. The bidders are requested to note that they should necessarily submit their financial bids in the format provided in the tender and no other format is acceptable. Bidders are requested to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. **Once the details have**

been completed the bidder should save it and submit it online without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

4) Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed, the signed bid only should be uploaded. **Incomplete and unsigned bids will not be considered at all.**

5) The bid should contain all relevant technical literature pertaining to items quoted **with full specifications** (Drawing, if any), information about the products quoted, including brochures if any.

6) Any/Firm/company which is black listed from any organization&/or facing/having faced any legal/criminal action/case are not eligible for this tender & should not apply.

7) If the bidder is registered under MSME, NSIC and claiming any exemptions should submit a notarized copy of valid certificates along with the quotes, failing which exemptions will not be considered.

8) Bid should be **valid for a period of 90 days** from the date of tender opening for the purpose of acceptance and award of work. If the Contractor fails to complete work within the agreed time, for delayed work completions NCPOR reserves the right to **levy liquidated damages** at the rate of 0.5% per week or part their of up to maximum of 10% of work order value.

9) Technical bid should contain EMD.

Bidders shall submit EMD either by DD drawn in favour of Director, NCPOR, on any nationalized bank for a sum of Rs. **43,500/- (Rupees Forty Three Thousand Five Hundred only** payable at Vasco-da-Gama or in the form of a bank guarantee for a sum Rs **43,500/- (Rupees Forty Three Thousand Five Hundred only** from any reputed bank (scheduled bank) initially valid for 180 days from the date of closing tender as per the proforma (Annexure XII). The scanned copy of DD/BG is to be uploaded in the CPP Portal while submitting the bid.

The Original DD/BG towards EMD should reach NCPOR within the bid submission date &time for the tender.

Bids received without EMD will be rejected.

The EMD of the successful bidder will be converted into a Security Deposit. The EMD of unsuccessful bidders shall be returned within 30 days of the award of the contract.

The earnest money will be liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.

10) NCPOR requires that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined: “Corrupt practice” means 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:

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

“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;

NCPOR 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 Decision of Director, NCPOR shall be final and binding.

11) A tender is liable for disqualification, if bidder is found to have mislead or furnished false information in the forms/statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning execution of the works, litigation history &/ or financial failures and or suppression of material facts and information.

12) A Committee constituted by the Director, NCPOR for the purpose reserves the right to open the bids. Techno-Commercial bid will be decrypted and opened online on the date and time mentioned in the tender document.

13) A technical Committee/engineer constituted/appointed by the Director will assess the work done by supplier for their quality and their conformity to the specifications provided by the firm

in their quotations. Any item(s) identified by the Committee/engineer to be not as per the specifications or are found to be of inferior quality will be rejected, and the bills towards the work will not be processed for payment till proper replacements are provided.

14) **The submission of tender** shall be deemed to be an admission on the part of the tenderer, that the contractor is fully acquainted with the specifications, drawings etc. and no claim other than what is stated in the tender shall be paid in the event of award of Work Order.

15) **Acceptance of this tender** form and submission of the quote within the stipulated time would be treated as:

a) The tenderer has understood all requirements as described in our Tender document.

b) Acceptance to provide/establish all the facilities mentioned in our tender without any price escalation, if the tenderer finds it necessary to add any hardware or software or any other materials during implementation.

c) Agreeing to execute order to the satisfaction of NCPOR or its authorized representatives within the stipulated time.

16) NCPOR will not be liable for any obligation until such time NCPOR has communicated to the successful bidder of its decision to release the Work Order.

17) Bidders shall note that NCPOR will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

18) The Director, NCPOR does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason.

19) All disputes arising in connection with executing the Work order will be subject to the Jurisdiction of the Courts in Goa only.

20) Defects Liability Period (DLP): The DLP for the entire work is one year from the date of completion of the entire work as certified by the Estate In charge. If any defect is found in the work during DLP, the Contractor has to rectify the same immediately at his own cost.

21) Security Deposit (SD): It is 10% amount of the final bill value. It is an interest-free deposit which will be released only after successful completion of the Defect Liability Period. EMD of the successful bidder will be converted into SD. The balance SD will be deducted from the Final bill amount of the Contractor.

22) **Payment Terms:** No advance payment shall be made. Payment to the Contractor will be made within 30 days upon submission of the bill in duplicate after satisfactory completion of the entire work as per the actual quantity executed after deduction of statutory taxes. [As per the Govt. of India norms, payment to the Contractors are made online through the Public Financial Management System (PFMS). The Contractor should submit his bank & other details in the prescribed format along with the bill.]

23) Before submission of tender the tenderer must inspect the site to acquaint himself about the condition in regard to accessibility of site, nature, and extent of ground, working condition of site and locality including stacking of materials, installation of tools and plant (T&P) etc, conditions affecting the movement of labour etc. required for the satisfactory execution of work contract, No claim whatsoever on such account shall be entertained by NCPOR under any circumstance.

24) Successful bidder should commence the work within two weeks from the date of award of work order if not the earnest money will be forfeited.

25) Tenders with conditional Pricing or Conditional tender will not be considered. The evaluation of the tender shall be done based on the technically qualified L1 lump-sum price of the work.

26) In case of termination of contract, the Security deposit shall be forfeited.

ANNEXURE – IISTANDARD TERMS AND CONDITIONS OF THE CONTRACT**1. INTERPRETATION:**

- a. In construing these conditions the Specifications, the Schedule of Rates, additional Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- b. The contract shall comprise of the Articles of Agreement, General Conditions of Contract, Additional Conditions, Scope of Work, the Schedule of Rates, Specifications, Drawings, Work Order, Work Order Acceptance and other documents mentioned in the tender.

WORK OR WORKS: shall mean all work or works defined in Schedule of Rates. Specifications, Scope of Work and such other work or works as the Contractor may be entrusted with for carrying out under the contract.

EMPLOYER: shall mean the Director, NCPOR (National Centre for Polar and Ocean Research) or any Officer authorized by the Director for the purpose.

ENGINEER: shall mean the NCPOR Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

CONTRACTOR: shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

SITE: shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the Contractor's use.

2. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- a. The Contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract, be supplied by the Employer), Plants, tools, appliances, implements, ladders, scaffolding, temporary works etc. requisite for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The Contractor shall also supply without any extra cost the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract and /or from his

Security Deposit.

- b. The Contractor should personally supervise each work till completion or may appoint a qualified Supervisor, pre-approved by the Engineer till the completion of work. No separate supervision charges will be paid.
- c. NCPOR shall provide requisite quantity of water, electricity for carrying out the work free of cost, subject to availability in the NCPOR campus.
- d. The Employer on no account shall be responsible for the expenses incurred by the Contractor for anything hired, which the Contractor needs to complete the ordered work.

3. DUTIES & TAXES

Rates quoted by the Contractor shall include excise and all duties, octroi, toll tax, levies, royalties and all other taxes in respect of this contract. Goods and Service Tax (GST) as applicable is to be stated specifically in the prescribed columns of the price bid. In absence of any such stipulation, it will be presumed that rates quoted are inclusive GST and no claim whatsoever in this respect will be entertained later.

Bidders may quote the current GST rate in the bid document but for the bid evaluation purpose a uniform GST rate 18% will be considered for all items for all bids. But payment will be made to the Contractor as per the GST quoted by him or as per the prevailing GST rate against submission of documentary evidence.

4. MODE OF PAYMENT

Payment to the Contractor will be made within 30 days upon submission of bill in duplicate after satisfactory completion of the entire work as per the actual quantity executed after deduction of statutory taxes. If the Contractor wishes provision of RA Bill can be followed for payment as per actual work and quantity executed at site. Measurements pertaining to the bill to be recorded jointly by representative of the contractor and Engineer incharge NCPOR. [As per the Govt. of India norms, payment to the Contractors are made online through Public Financial Management System (PFMS). The Contractor should submit his bank & other details in the prescribed format along with the bill.]

5. TESTING OF MATERIALS

The Contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The Contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing the same shall be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

- 6. **SAFETY & SECURITY** : The Contractor should take utmost care while executing any such work performing at height & make proper adequate safety measures for his workers. Safety & Security of the Contractor's manpower shall be sole responsibility of the Contractor. In case of any accident occurs due to any reasons during the work, NCPOR will not be responsible in any way for it. No extra compensation shall be made to the Contractor and No claim what so ever nature will be given or paid on this account and

Contractor is fully responsible for such eventualities and he should indemnify NCPOR from such happening.

The Contractor shall provide all safety gadgets to his workers like Full Body Harness, Helmets, Shock resistant Hand Gloves, Safety shoes, Goggles, Masks etc.

7. CONTRACTOR’S ENGINEERS/FOREMAN & WORKMEN

- a. The Contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The Contractor shall employ qualified, experienced & competent Site-Engineer/Foreman. Any directions, explanations, instructions or notices given by the NCPOR Engineer to the Contractor’s Site-Engineer/Foreman or any other authorized person shall be held to be given to the Contractor.
- b. The Contractor shall on the intimation of the NCPOR Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or behaved misconduct himself.

8. ACCESS

- a. The Engineer and the Employer or its representative shall at all reasonable time have free access to the works and /or workshops, factories or other places the materials are being prepared or constructed for the contract work and also to any place where the materials are lying or from which they are being obtained and the Contractor shall give every facility to them for inspection. Except the representatives of the Employer or Statutory Authorities, no other person shall be allowed on the works at any time without permission of the Engineer.
- b. If any work is to be done at a place other than the site of works, Contractor shall obtain written permission of the Engineer.

9. VALUATION & PRICE FOR VARIATION

The Engineer with the approval of the Employer shall have power to make any alterations/omissions/additions and /or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered , additional , or substituted work which the Contractor may be directed to do, in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- a. If the rates for the altered, additional, or substituted work are specified in the contract for the work the Contractor is bound to carry out the altered additional, or substituted work at the same rates as are specified in the contract.
- b. If the rates for the altered, additional or substituted work are not specifically provided in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- c. Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

10. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- a. The Engineer shall have powers to require the removal from the site of all materials

and work, which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the Contractor.

- b. If it shall appear to the Engineer or to the Estate In-charge that any work has been executed with unsound imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract any defects, shrinkage or other faults which may appear within the defects liability period of Six months from the date of completion arising in the opinion of the Engineer, the Contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be removed the materials or articles so specified and provide other proper and Suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the Contractor.
- c. In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- d. Provided always that nothing in this clause shall relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

11. WORKS TO BE OPEN FOR INSPECTION

- a. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the Contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.
- b. The Contractor shall give not less than seven days' notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such which the same was executed.

12. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES

The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence

on his part. No hindrance shall be caused to traffic during the execution of work.

- a. The Contractor shall be responsible for all injury to persons, animals or things and for all damage whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The Contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent.
- b. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third Parties.
- c. The Contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the Contractor or any sub-Contractors, employed by him for any injury to or loss of life of such employees or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- d. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages compensation costs charges and /or expenses arising or occurring from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the Contractor or security deposit.
- e. The Contractor shall indemnify the Employer against any action claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise there from provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the : patent or design of any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative .

13. IN CASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies the Employer shall have the option of terminating the contract without any compensation to the Contractor.

14. COMPLIANCE TO LABOUR LAWS

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948. Contract Labour (Regulation and Abolition) Act, 1970 and rules and orders framed there under and other labour laws affecting contract labour and the rules and orders framed there under that may be in force or brought into force from time to time. NCPOR will not take any responsibilities towards any injury or compensation etc.

15. EXTENSION OF TIME

- a. If the Contractor shall desire an extension of time for the completion of the work on

the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the employer within seven days of the date of hindrance on account of which he desires extension as aforesaid and the Employer shall if in his opinion (which shall be final) reasonable grounds shown therefore authorize such extension of time if any which may in his opinion be necessary or proper.

- b. In the event the value of work exceeds the value of the Bill of Quantities owing to variations the Contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

16. **VALIDITY OF THE OFFERS:** The offers will have to be kept valid for a period of 90 days from the date of opening of bids. In case of finalization of the tender is likely to be delayed, the tenderer will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard.

17. **STATUTORY VARIATION:** Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to the Employers account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the Employer.

18. **REPEAT ORDERS:** NCPOR reserves the right to issue repeat orders / additional orders to the Contractor up to 25% of the total value of the original Work Order at the same rate, terms and conditions up to One Year from the date of completion of the Original Work.

19. **PENALTY & TERMINATION OF CONTRACT:** Time is the essence of the contract. If the Contractor fails to maintain the required rate of progress or to complete the work and clear the site on or before the completion date or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or as the Employer may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed day / week (as applicable) that the progress remains below or that the work remains incomplete.

In case, the work is delayed/not completed within the period stipulated in the contract, penalty shall be levied @ 0.5% per week of the total contract cost subject to maximum of 10% of the total contract cost. The Engineer may without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the state of completion has or has not elapsed, can take decision & inform the Contractor by notice in writing in any of the following cases.

- i. If the Contractor fails to rectify/replace the defects in spite of written notice by Engineer.
- ii. If the Contractor suspends the progress of work so that in the opinion of the Engineer he will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.

- iii. If the Contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy if even after written notice.

When the Contractor makes himself liable for action under any of the aforesaid cases, fails to complete the work even after six weeks after the completion period or in case the work is found not in accordance with the prescribed specification, drawings, Employer shall exercise its discretionary power either:

- a. To recover, from the Contractor as agreed by way of penalty clause above, OR
- b. To terminate the contract. Upon such termination, the full security deposit recoverable under the contract shall be forfeited/recovered and shall be absolutely at the disposal of the Employer, OR
- c. After giving notice to the Contractor to measure up the work done by him, get the balance work done by another Contractor. Any expenses which may be incurred in excess of the sum which would have been executed by the another Contractor, shall be borne and paid by the original Contractor and may be deducted from any of his dues.

Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond Contractor's control for which documentary evidence will have to be provided. The request for extension of time in writing giving reasons for delay with supporting documents shall have to be made immediately.

20. **POST TENDER CORRESPONDENCE / ENQUIRIES:** Any correspondence or enquiry subsequent to opening of the bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of NCPOR, as otherwise the same would also amount to disqualification of the tender. However, bidder can ask their queries in writing regarding bidding conditions, bidding process prior to the bid opening and/ or rejection of its bid, reason for rejecting a tender after opening of bids.
21. **CLARIFICATIONS FROM BIDDERS:** To assist the process of examination, evaluation and comparison of bids, the Employer may ask all the bidders or any bidder individually for clarification, if any, of their bids, including breakdown of unit rates and price. The request for clarification and the response should be in writing, but no change in the price or substance of the bid will be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered by the Employer in the course of scrutiny.
22. **GUARANTEE:** If the goods, stores and equipment's found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within six months from the date of commissioning of items/equipment's whichever. The Contractor will be responsible for the proper performance of the equipment's / materials for the respective guarantee period.
23. **SETTLEMENT OF DISPUTES/ARBITRATION:** The decision of the Director, NCPOR shall be final and binding for any dispute whatsoever. All questions, disputes or differences whatsoever which may at any time arise between the parties to this tender contract touching the agreement or subject matter thereof, arising out of or in relation

there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Director of NCPOR and the decision of the said Arbitrator shall be final and binding upon the parties.

24. RIGHT TO CANCEL TENDER/WORK ORDER/CONTRACT : In case of strike, accident or any other unforeseen conditions causing stoppage of work, NCPOR reserves the right to cancel and/ or modify the tender / work order without any liability for any compensation and / claim or any description.

25. FORCE MAJEURE : If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of Director, NCPOR, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Employer may deem fit except such material, as the Contractor may, with the concurrence of the Employer, elect to retain.

26. JURISDICTION: All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Goa.

27. Samples: Samples, where asked for, shall be submitted or a factory visit to be provided, free of all charges. The sample should reach us before the execution of the Work. The sample must be carefully packed and labeled clearly and with the technical specifications brochure (if any). NCPOR shall not be responsible in any way for the loss or damage of samples due to any reasons whatsoever. In the event of the non-acceptance of the sample, the contractor will have to remove the samples at his own expense.

ANNEXURE – III**GENERAL TERMS AND CONDITIONS**

1. All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred to latest BIS code as published by the Bureau of Indian Standards.
2. All measurements shall be at actual and as per site condition. No allowances shall be permitted for roughcast surfaces or for any aesthetical paintings, design bands, etc. Joint measurement shall be recorded with the Engineer.
3. The safe custody and upkeep of various items/equipments /tools & plants of various categories of works brought to site is the sole responsibility of the contractor and he shall employ sufficient supervisory personnel to ensure the safety of these items.
4. While executing/ assembly of the work the contractor shall ensure that existing cables/pipe lines/structures/fittings are not damaged and if due to his negligence, these are damaged, the same shall be set right with no extra cost to the employer.
5. The contractor shall co-ordinate his work with other agencies employed by the employer and ensure that the works of other agencies are not hampered in any way during the duration of the contract.
6. After the work is completed, the contractor shall clean all the external surroundings, premise etc. to the satisfaction of the Engineer In-charge.
7. Materials shall be brought as supplied by the manufacturer and got approved before being used on the work after inspected and approved by engineer.
8. Time is the essence of the contract and the contractor has to perform as such the entire work shall be completed within the stipulated time.
9. The tenderer may visit the site and study the work involved vis-à-vis the quantity and specification before submission of bid. If any discrepancy is observed the same should be brought to the notice of the engineer.
10. Contractor shall provide all necessary tools and plants and safety devices etc. to the workmen as required.
11. The Contractor shall submit, at the expense of the Contractor, to the Engineer the material samples and relevant information, for pre-construction review and approval.
12. The Engineer shall make any variation of the form as specified below, be necessary and for that purpose, he shall have the authority to instruct the Contractor to do after taking necessary approval of the Employer and the Contractor shall do any of the following:
 - a) Increase or decrease the quantity of any work included in the Contract,
 - b) Omit any such work,
 - c) Change the character or quality or kind of any such work,

- d) Change the levels, lines, position and dimensions of any part of the Works,
- e) Execute additional work of any kind necessary for the completion of the Works, or
- f) Change any specified sequence or timing of construction of any part of the Works.

However, that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such defaults shall be borne by the Contractor.

13. All the RCC slabs to be casted in the shapes indicated in Fig a, b, and c of the tender drawing. The required shape for each RCC slab, as proposed, shall be provided later on during execution.

SCOPE OF WORK

i. Providing and fixing of factory made precast RCC slabs on storm water drains inside NCPOR campus. The RCC slabs to be 100 mm thick, machine batched & machine mixed RCC Rectangular Covers of various sizes, of M-30 grade, including cost of centering, shuttering, reinforcement of 10 mm dia TMT bars of Fe 500 grade @ maximum 100mm c/c on both ways and providing lifting hooks of M.S 12 mm dia bars with PVC cups along with neat cement punning on finished surface, including cost of reinforcement, carriage, all leads & lift, handling at site etc. all complete as per direction of Engineer-in-Charge. Factory certificate shall be provided from the manufacturer, indicating grade of concrete and minimum content of steel and overall strength of the RCC slabs.

ii. **Reinforcement in the respective RCC slabs shall be as under.**

- a) Size 600x400x100 mm with steel reinforcement not less than 3.69 kgs per unit.
- b) Size 800x500x100 mm with steel reinforcement not less than 5.83 kgs per unit.
- c) Size 900x330x100 mm with steel reinforcement not less than 5.81 kgs per unit.
- d) Size 900x350x100 mm with steel reinforcement not less than 5.84 kgs per unit.
- e) Size 900x500x100 mm with steel reinforcement not less than 6.83 kgs per unit.
- f) Size 1000x700x100 mm with steel reinforcement not less than 9.34 kgs per unit
- g) Size 1050x500x100 mm with steel reinforcement not less than 8.25 kgs per unit.
- h) Size 1100x500x100 mm with steel reinforcement not less than 9.17 kgs per unit.

iii. **Inspection and approval of factory by NCPOR:**

Factory visit will be carried out by the NCPOR Engineers to verify the equipments, machineries and methods used for the manufacturing of the slabs for approving the said factory for fabrication of the RCC slabs. The agency to arrange for such factory visits before execution of the work.

iv. **Manufacturing procedure:**

- a. **Casting:** The molds to be used should be lubricated properly throughout and around all corners. The reinforcement placed should be provided with proper precast covers all around. The lifting hooks provided should be vertically straight and at center. The concrete placed should be consolidated by means of mechanical platform, vibration so that there remain no air voids and is compacted properly. Also, segregation and bleeding should be controlled properly.
- b. **De-shuttering:** De-shuttering of the molds is to be done carefully as to ensuring that no edges may break while in process.
- c. **Curing:** The curing to be provided for the precast slabs is by ponding method. The slabs are to be cured for minimum 14 days. Also, the surface should be free from cracks.

v. **Mix Design for RCC drain covers:**

The mix design for M-30 grade concrete will be provided by NCPOR and the concrete should be prepared accordingly. If the contractor wishes to make his own mix design, then that mix design is to be submitted to NCPOR for approval before commencement of the work.

vi. **Disposal of construction waste:**

The existing damaged gutter slabs inside NCPOR campus, are to be removed and disposed off to a suitable permitted location outside the campus, including loading, transportation, etc. The disposal site is the responsibility of the contractor.

vii. **Repairing:**

The existing old plaster is to be dismantled and chipped off the surface of the stormwater drain walls along with cleaning of the surface for plaster and repair of damage trench collar and trench wall. The cement mortar of 1:3 ratio is to be used for repairing of the collar and walls. The repair work should compulsorily match with existing collars and walls of the drain. The dismantled rubbish is to be disposed off to a suitable permitted location outside the NCPOR campus. The disposal site is the responsibility of the contractor.

viii. **Placing of RCC slab at site:**

For the purpose of placing, the slabs are to be transported using wheel barrow at the said locations. The slabs are to be stacked at the placing location in such a way that they do not create any obstructions to the campus staffs and works. Also, the stacking and placing should be done without damaging any campus property.

ix. **Safety Measures:**

All laborers are required to wear appropriate personal protective equipments including gloves, protective clothing, and non-slip footwear (Safety shoes). Conduct thorough site assessments to identify potential hazards such as electrical wires, unstable surfaces, etc. Safety while handling and placing of precast slabs to be followed to minimize accidents.

Note: The RCC precast slabs to be fixed has to compulsorily match with existing design / pattern. The job includes supply, fixing of slab at desired location in the campus including removal and proper disposal of old broken slabs by the contractor etc. complete.

LIST OF APPROVED MAKES

Sr. No	Description of Items	Brand/Make
1	CEMENT FOR RCC WORKS (OPC 43 GRADE)	ACC, Rajashri, Vasavdatta, Gujrat Ambuja, Zuari, Coromondal
2	RIVER SAND	PERNEM / KARWAR / LONDA SAND fulfilling IS Specifications
3	COARSE AGGREGATE	Best available local material fulfilling IS Specifications
4	REINFORCEMENT STEEL (Fe 500 grade)	TMT Steel reinforcement conforming to IS 1786 of 1985: TISCO, SAIL, RINL, GOA ISPAT, ESSAR, TATA Binding Wire 18 SWG - GI wire.

Bill Of Quantity

Sr. No.	Description	Unit	Qty
	Providing and fixing of factory-made precast RCC slabs on storm water drains inside NCPOR campus. The RCC slabs to be 100 mm thick, machine batched & machine mixed RCC Rectangular Covers of various sizes, of M-30 grade, including cost of centering, shuttering, reinforcement of 10 mm dia TMT bars of Fe 500 grade @ maximum 100mm c/c on both ways, consolidated by means of mechanical platform, vibration and providing lifting hooks of M.S 12 mm dia bars with PVC cups along with neat cement punning on finished surface, including cost of reinforcement, carriage all leads & lift, handling at site etc. all complete as per direction of Engineer-in-Charge.		
a	Size 600x400x100 mm with steel reinforcement not less than 3.69 kgs per unit. (see fig. c)	Nos.	14
b	Size 800x500x100 mm with steel reinforcement not less than 5.83 kgs per unit. (see fig. a)	Nos	275
c	Size 900x330x100 mm with steel reinforcement not less than 5.81 kgs per unit. (see fig. a)	Nos	56
d	Size 900x350x100 mm with steel reinforcement not less than 5.84 kgs per unit. (see fig. a)	Nos.	10
e	Size 900x500x100 mm with steel reinforcement not less than 6.83 kgs per unit. (see fig. a)	Nos	135
f	Size 1000x700x100 mm with steel reinforcement not less than 9.34 kgs per unit. (see fig. a)	Nos.	30
g	Size 1050x500x100 mm with steel reinforcement not less than 8.25 kgs per unit. (see fig. a)	Nos.	95
h	Size 1100x500x100 mm with steel reinforcement not less than 9.17 kgs per unit. (see fig. a)	Nos.	50
i	Removal and disposal of old damaged gutter slabs from the site, to a suitable permitted location outside the NCPOR campus, including loading, transportation, etc. for safe disposal of the said slab debris as per instruction of Engineer in- charge. (Outside NCPOR campus) Note: The disposal site is the responsibility of the contractor.	cum.	50
j	Dismantling old plaster, chipping and cleaning the surface for plaster and repair of damage trench collar and trench wall surface in cement mortar (1:3) as per existing including disposal of rubbish. (Wherever required as directed by Engineer in-charge).	sqm	330

Annexure-VI

Tender Drawing

Diagram

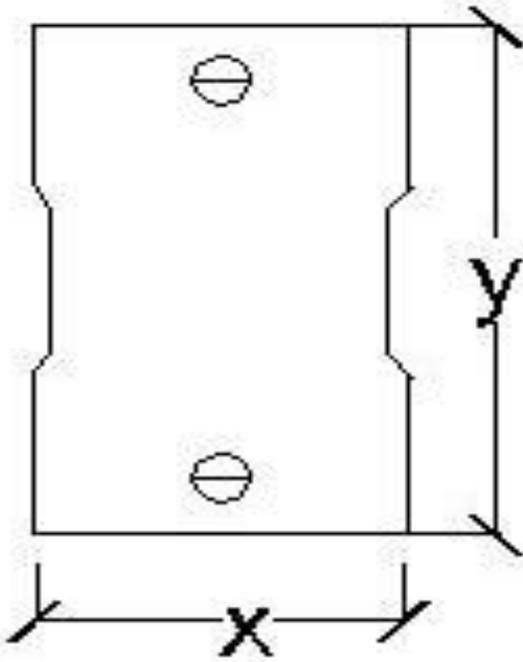


Fig a)

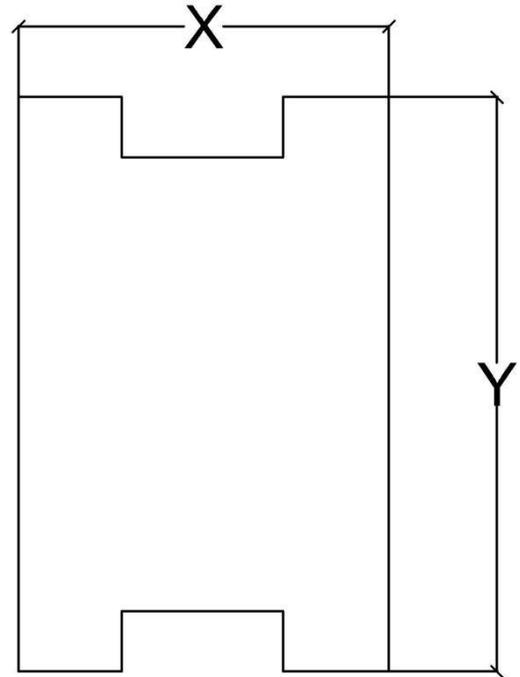


Fig b)

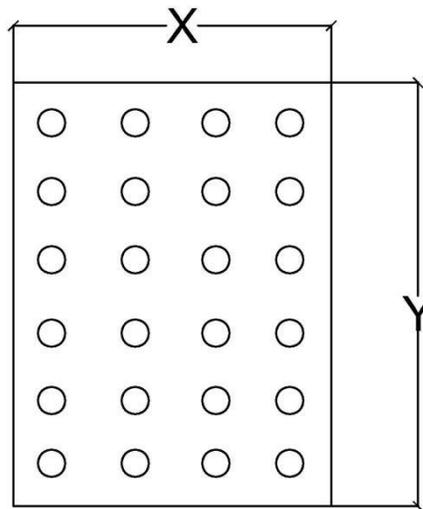


Fig c)

Required design of precast slab.

Note:- x and y dimensions are as per measurement sheet.

Annexure- VII**WORK COMPLETION PROFORMA**

Pl provide details of works executed at least one 'Single civil work' of Rs. 11.60 lakh or above or Two 'Single civil work' of Rs. 8.70 lakh or above or Three 'Single civil works' of Rs 5.80 lakh or above during the last seven years ending March 2024 in any Government/PSU/Reputed Organizations.

Sr. No.	Name of the Work	Location of site	Value of work completed (Rs)	Date of completion of work	Name & Contact details of the Organization & the Officer under whom work is done.

* Pl. enclose self-attested copies of work orders & work completion certificates. Original documents will have to be submitted for verification as & when asked.

Name & signature of the tenderer with the seal :

Annexure- VIII

PARTICULARS OF THE TENDERER

Name of the Contractor : _____

Name of the Firm : _____

Telephone No. (Office) : _____

Telephone No. (Residence) : _____

E-mail ID* / website : _____

(* Email ID should be provided which will be used for official correspondence)

Office Address : _____

: _____

Residential Address : _____

: _____

Mobile No : _____

*PAN /TAN No. of the Firm: _____

*GST Regn. No. : _____

*Shop Act/Trade Licence No. : _____

*Contractor Registration No: _____

(with other organizations, if any)

Have you ever black listed from any Company/Organization/Institute etc.: YES / NO

(*pl. enclose true copies)

Name, Signature of the Tenderer with seal:

Annexure-IX

CHECK LIST

(Documents to be enclosed with Technical Bid-Cover 1)

1. **UNPRICED TECHNICAL BID**: With detailed Technical Specifications of the products used in work.
2. Particulars Of The Tenderer
3. Copy of registration certificate with GST numbers.
4. Permanent account number (PAN).
5. Reference of reputed Customers.
6. Scanned copies of EMD (Original to be sent by post) MSME/NSIC certificate (if any).
7. Copies of last 03 years of income tax return and CA Certified P/L statement / Audited Balance sheet.
8. Copies of Work orders as proof of Work completed as per Performa as per Annexure VII.
9. Technical Specifications/Literature/Brochure (if any).
10. Tender Acceptance as per Annexure XI

Annexure-X**SPECIAL INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA /GNFC / IDRBT / MtnlTrustline / SafeScript /TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

TENDER ACCEPTANCE UNDERTAKING

(To be submitted on the Bidder’s Letter Head)

Offer Reference No:.....

Date:.....

To,
Director, National Centre For Polar and Ocean Research
Headland Sada,
Vasco-Da-Gama, Goa 403 804.

Dear Sir,

Sub : Submission of Offer against your Tender No:

I/We hereby offer to carry out the work detailed in your above Tender described as ‘Providing and fixing factory-made precast RCC drain covers at NCPOR, Goa, in accordance with the terms and conditions thereof.

I/We have carefully perused the Tender documents connected with the above work and agree to abide by the same.

I/We hereby declare and confirm that I/we have visited the Work Site as referred in NCPOR Tender on (date)..... and acquired full knowledge and information about the Site conditions including geographical location, climate, wage structure, the office law & order and other conditions prevalent at and around the Site. We further confirm that we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have submitted self-declaration in lieu of EMD & will submit the requisite Earnest Money Deposit (EMD)/Bid security as per the tender terms.

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are copies of the original and are fully compliant required for

qualifying / applying the bid and shall produce the original of same as and when required by NCPOR.

I / We hereby further confirm that no tampering is done with documents, BoQ submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. NCPOR shall be at liberty to initiate other appropriate actions as per the terms of the Tender / Contract.

I/We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by NCPOR and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Specification.

I/We hereby confirm that my/our firm was never black listed from any office/institute/organization.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

I/We hereby also declare that we will not share any details of our bid for this tender with any other person/company/firm & maintain confidentiality of document & information till the opening of bids.

Yours faithfully,

(Signature, date & seal of the Tenderer)

Annexure-XII**BANK GUARANTEE FORMAT FOR FURNISHING EMD****To****NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH
Headland Sada, Vasco-da-Gama, GOA 403 804, INDIA**

Whereas _____
 (Hereinafter called the “tenderer”
 has submitted their offer dated _____
 for the Work of _____
 (Herein after called the “tender”

WE _____ of having our registered office
 At _____ are bound unto the NATIONAL
 (Hereinafter called the Bank)

CENTRE FOR POLAR AND OCEAN RESEARCH, Ministry of Earth Sciences, Govt. Of India having its office at Headland Sada, Vasco Goa 403 804, India (herein after called NCPOR which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) in the sum of _____ for which payment will and truly to be made to. NCPOR, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____ 2024.

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by NCPOR during the period of its validity.
 - a) If the tenderer fails to furnish the Performance security for the due performance of the contract.
 - b) Fails or refuses to execute the contract

We undertake to pay NCPOR up to the above amount upon receipt of its first written demand, without NCPOR having to substantiate its demand, provided that in its demand the NCPOR will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee is valid until the _____ day of _____ 2024.

Signature of the bank

NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH – ESTATE

END OF TENDER DOCUMENT