

राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केंद्र।  
(पृथ्वी विज्ञान मंत्रालय) भारत सरकार।

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH  
(Ministry of Earth Sciences, Govt. of India)  
Headland Sada, Vasco-da-Gama, Goa - 403 804, INDIA.  
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**TENDER NO.: NCPOR/PS/AES-12071/PT-04**

**TENDER DOCUMENT FOR  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF CONTAINERISED FOOD INCINERATOR.**

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**National Centre for Polar & Ocean Research**  
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**NOTICE INVITING TENDER (NIT)**

Director, National Centre for Polar & Ocean Research (NCPOR) invites sealed tenders in two-parts (part I – Technical bid & part II- Financial bid) super scribing Tender No. Item and due date from well established / reputed manufacturers / authorized and bonafide vendors for the below item:-

<b>Sr. No.</b>	<b>Tender No.</b>	<b>Description of Item</b>	<b>Qty.</b>	<b>EMD/Bid Security (Rs)</b>
1	NCPOR/PS/AES-12071/PT-04	Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.	01 No.	80,000.00

Bid Submission End date : 14-05-2026/ 1700 hrs

Bid Opening Date : 15-05-2026/ 1030 hrs

Bidders may download the tender document from the NCPOR website <http://www.ncpor.res.in> OR CPP portal <https://eprocure.gov.in/epublish/app>

Tender bids will be accepted only in manual/physical form. NCPOR will not be responsible for any delays in receipt of tender documents sent via courier or postal services.

The bids / tender document(s) will be opened on the specified date and time in the presence of the bidders or their authorized representatives, if available.

The Director of NCPOR reserves the right to accept or reject any or all quotations, either in full or in part, without assigning any reason.

Sd/-  
For & on behalf of Director, NCPOR

## TENDER SUMMARY

1.	Tender No.	NCPOR/PS/AES-12071/PT-04	
2.	Item Description	Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.	
3.	Items Quantity	01 No.	
4.	EMD/ Bid Security	Bidders shall submit in any mode/form acceptable as per GFR such as Online Transfer, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. (As detailed below at Point No. 8)	
5.	<b>Important Dates</b>	<b>Date (DD-MM-YYYY)</b>	<b>Time IST (Hrs. Mins)</b>
	Tender Publishing date	<b>10-04-2026</b>	<b>16.00</b>
	Document download start date	<b>10-04-2026</b>	<b>16.00</b>
	Document download end date	<b>14-05-2026</b>	<b>17.00</b>
	Seek Clarification end date	<b>29-04-2026</b>	<b>17.00</b>
	Bid Submission start date	<b>10-04-2026</b>	<b>16.00</b>
	Bid Submission end date	<b>14-05-2026</b>	<b>17.00</b>
	Bid opening date	<b>15-05-2026</b>	<b>10.30</b>

### 6. Notice Inviting Tender (NIT)

The Director, NCPOR, invites bids from well-established and reputed manufacturers, authorized, and bona fide vendors in accordance with the provisions of various policy initiatives and notifications issued by the Ministries and Departments of the Government of India. The invitation is for the **“Supply, Installation, Testing & Commissioning of Containerised Food Incinerator”** as per the specifications detailed in the tender document.

### 7. The Tender Document

#### 7.1 Availability of the Tender Document

Bidders may download the complete set of tender documents from the CPP Portal at [<https://eprocure.gov.in/epublish/app>] or from the NCPOR website at [<https://www.ncpor.res.in>].

#### 7.2 Clarifications

Bidders requiring any clarification(s) with regard to the tender document may submit their queries in writing via electronic mail to the designated email ID specified in the tender document. Such queries must be received on or before the prescribed deadline for seeking clarifications. It is hereby informed that the stipulated deadline shall be strictly adhered to and will not be extended under any circumstances, including intervening holidays.

### 8. Bid Security/Earnest Money Deposit (EMD).

The applicable documents are to be submitted in the Technical bid (Part i).

- a) Bidders shall submit amount of Rs. 80,000.00 (Rupees Eighty Thousand only) towards Earnest Money Deposit (EMD)/Bid Security in any modes acceptable as per GFR such as Online

Transfer, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee.

- b) EMD EXEMPTION: The bidder seeking EMD exemption must submit the valid supporting document for the applicable EMD exemption (as per GFR's). Under the MSE category, only manufacturers for goods for the relevant category are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

**Bids received without EMD will be rejected outright.**

The Bid Security of unsuccessful bidders shall be returned within 30 days of declaration of result of first stage i.e. Technical Evaluation.

The EMD will be liable to be forfeited, if a bidder withdraws or amends, impairs or derogates from the tender within the bid validity period. OR refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document, or fails or refuses to sign the contract.

EMD may also be submitted in the form of Insurance Security Bond, Online Payment Transfer or Fixed Deposit Receipt.

FDR to be issued in the name of Director, NCPOR and stamped & signed on both sides by the bank with a letter of assurance from the bank stating right of NCPOR to encash it in case of default.

**Bank Details for Online transfer** are as below:

Name of the Beneficiary: NCPOR

Name & Address: State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama Goa – 403 802, India

Bank Account Number: 10153336180

Bank Account Type: Saving Account

Bank Branch Code: 04116

IFS Code: SBIN0004116

MICR No: 403002047

SWIFT CODE: SBININBB229

PAN No: AACFN4991P

TAN No: BLRN01981A

**9. Submission of Bids:**

The bids should be submitted **in two parts i.e. Technical bid and Commercial bid.**

**I) Technical bid**

Technical bid should contain all details and specifications of the items offered, delivery schedule, warranty, payment term, user-list, technical service support.

In the TECHNICAL BID, the Bidder should furnish the Name and address of the Purchasers who had placed orders for the similar items with you with order no, date, description and quantity, date of supply along with the contact person's telephone no, e mail etc.

Technical Bid should contain EMD / Bid Security. EMD should not be sent separately by any other mean/mode. If EMD is paid by online transfer, payment receipt/documentary evidence to be submitted.

In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.

## **II) Financial bid**

Financial bid should contain details of the price(s) of the item(s) quoted in the technical bid.

The Technical and Financial bids should be submitted in two separate sealed covers, super scribing “Part-I, Technical Bid for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator”, Tender No., due date, Name & address of the bidder.

And “Part-II, Financial bid for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator, Tender No. due date, Name& address of the bidder.

Both sealed covers (Technical and Financial) should then be placed in **ONE SINGLE** sealed outer envelope, clearly super scribing “Supply, Installation, Testing & Commissioning of Containerised Food Incinerator”, name & address of the bidder and addressed to the Director, National Centre for Polar and Ocean Research, Headland Sada, Vasco-da-Gama, Goa-403804, India.

Bids shall be received only in the physical/manual form and to be dropped in the tender box of Purchase Dept., NCPOR on the working days on or before the deadline for the bid submission as notified in the tender document. NCPOR is not responsible for any postal delays. Late tenders will be rejected outright.

Offer sent through fax/email will be rejected outright.

III) 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 submitted.

**Incomplete and unsigned bids will not be considered at all.**

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

V) Manufacturer/tenderer to provide reference/client details to whom the firm has supplied similar items over the last five years. Manufacturer shall provide exhaustive literature/brochures for systems and sub systems for evaluating the technical suitability.

VI) Bid should be **valid for a period of 120 days** from the date of tender opening.

## **11. Bid Opening**

Bids will be opened on the scheduled date and time. Only one authorized representative from each bidding firm / company is allowed to attend the bid opening.

The bidder’s representative must submit an authorization letter along with a copy of their photo ID to the Tender Opening Committee.

If the bid opening date falls on a holiday or the office is closed, the bids will be opened on the next working day at the same time.

## **Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to reject any or all of the Bids, or cancel the tender process; or abandon the procurement of the Goods; or issue another tender for identical or similar Goods.

## **Section I: Instructions to Bidders (ITB)**

### **1. The Tender Document.**

#### **1.1 Basic Tender Details**

The 'Design, Supply, Installation, Testing and Commissioning of the tendered items' will be referred as the 'Goods'), the terms and conditions for the supply of the Goods, Schedule of Requirements, Price schedule will be referred as the Tender. Bidders must go through the Tender Document for further details. The 'Good's may include incidental Services/ Works if so indicated. In this Tender Document, any generic reference to 'Goods' shall be deemed to include such incidental Services and Works.

### **2. Procuring Entity - Rights and Disclaimers**

#### **2.1 The Procuring Entity or Purchaser:**

The Director, National Centre for Polar & Ocean Research (NCPOR) who may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and Paying authority who shall discharge designated functions during contract execution.

#### **2.2 Right to Intellectual Property and confidentiality:**

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
  - a) now or hereafter is or enters the public domain through no fault of Bidder;
  - b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - c) Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

#### **2.3 Right to Reject any or all Bids**

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

#### **2.4 Disclaimer**

##### **2.4.1 Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

### **2.4.2 Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

### **2.4.3 Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

### **2.4.4 Regarding Tender Document:**

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, or any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder on such account.

## **3. Bidders - Eligibility and Preferential Policies**

### **3.1 Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfill the 'Eligibility Criteria' and 'Technical Criteria' stipulated in the Tender Document.

### **4. Eligibility Criteria for Participation in this Tender**

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Technical Criteria'. Bidder should meet the eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract.

### **5. Conflict of Interest.**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly control, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more

than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc)of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

## **6. Bid Prices, Taxes and Duties**

### **6.1 Prices**

#### **6.1.1 Competitive and Independent Prices**

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

#### **6.1.2 Undue profiteering**

- 1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- 2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

### **6.1.3 Price Schedule**

The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, works, labour.

### **6.1.4 Provisions of GST**

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 2) While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.

### **6.1.5 Currencies of Bid**

In the Tender Document, the currency of bid shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

### **6.1.6 Non-compliance**

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

### **6.2 Firm Price**

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

## **6.3 Goods and Services Tax (GST)**

### **6.3.1 GST Registration Status:**

- 1) All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 3) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

### **6.3.2 HSN Code and GST Rate:**

- 1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
- 2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of

GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.

- 3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
- 4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

## **7. Downloading the Tender Document; Corrigenda and Clarifications**

### **7.1 Downloading the Tender Document**

The Tender Document shall be published and be available for download as mentioned in Tender Document.

### **7.2 Corrigenda/ Addenda to Tender Document**

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

### **7.3 Clarification on the Tender Document**

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ as mentioned in Tender Document, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

## **8. Preparation of Bids**

### **8.1 The bid**

#### **8.1.1 Language of the bid**

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in **English** only. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

#### **8.1.2 Acquaintance with Local Conditions and Factors**

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at

relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

### **8.1.3 Cost of Bidding**

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

### **8.1.4 Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

### **8.1.5 Quote Quantities/ Prices in both Numerals and Words**

The bidders are advised to ensure that there is no ambiguity in the quantities and Prices.

### **8.1.6 Alternative Bids not Allowed**

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

## **8.2 Documents comprising the bid:**

### **8.2.1 Techno-Commercial bid/ Cover**

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents. *No price details should be given or hinted at in the Technical bid:*

- 1) EMD or a Bid Security as prescribed is to be submitted.
- 2) Special Conditions of Contract (SCC): Bidder must submit signed copy of SCC of this Tender Document.
- 3) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
  - a) Form 1.1: Bidder Information;
  - b) Form 1.2: Eligibility Declarations;
  - c) If applicable, Form 1.3: OEM's Authorization.  
Unless specifically barred in Tender Document, in case Bidder offers to supply Goods, which some other firm (OEM) manufactures, Bidder must have been duly authorized by the OEM to quote for and supply the Goods to the Procuring Entity in this particular tender specifically. Bidder shall submit OEM's authorization letter to this effect as per this.
- 4) Form 2: Schedule of Requirements - Compliance: Bidders should fill this form to detail the Schedules of Goods offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
- 5) Form 3 - Technical Specifications and Quality Assurance- Compliance: Bidder shall submit the required and relevant documents like technical data, literature, drawings, test Reports/

Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

- 6) Form 5 - Terms and Conditions- Compliance: Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be submitted as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
- 7) Form 6 - Checklist for the Bidders. Bidder must also submit the Checklist given in the Tender Document to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
- 8) **Form 7 - Price Schedule – The price schedule format without mentioning any price duly signed & stamped to be submitted in Techno-Commercial bid stating that “Price Schedule submitted in the financial bid is in same format & not any other format.**

### 8.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately) considering all financially relevant details, including Taxes and Duties as per Tender Document. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid. **(Financial bid to be submitted in the prescribed format and will be rejected outright if not submitted in the prescribed format.)**

### 8.3 Bid Validity

**Bids shall remain valid for a period not less than 120 days from the deadline for the bid submission stipulated in Tender Document. A bid valid for a shorter period shall be rejected as nonresponsive.**

- 1) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.
- 2) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

### 8.4 Non-compliance with these provisions

Bids are liable to be rejected as non-responsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

## **9. Signing and submitting of Bids**

### **9.1 Signing of bid**

The individual signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

### **9.2 Submission of Bids.**

#### **9.2.1 Submission**

- 1) Only Manual Bids shall be accepted for submission. Bidder must not make any changes to the contents of the documents while submission, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- 2) **Bids shall be received only in the physical/manual form and to be dropped in the tender box of Purchase Dept., NCPOR on or before the deadline for the bid submission as notified in the tender.**
- 3) Only one copy of the bid should be submitted and Bidder shall sign & stamp all statements, documents, certificates submitted by him, owning sole and complete responsibility for their correctness/ authenticity.
- 4) Bidder must submit scanned copies of originals (or self-attested copies of originals – as specified).
- 5) If stipulated in the Tender Document, originals of such specified documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification of originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order.
- 6) The Procuring Entity may extend the deadline for bids submission by issuing as a corrigendum, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 7) Bid submitted through modalities other than those stipulated in Tender Document shall be liable to be rejected as nonresponsive.

#### **9.2.2 Late Bids**

The bidder shall submit his bid before the expiry of the deadline for the bid submission. Bids received after the due date will be rejected outright. NCPOR is not responsible for any postal delay.

## **10. Bid Opening**

The date & time of opening the bid is as stipulated in Tender Document. If the specified date of tender opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

## **11. Evaluation of Bids and Award of Contract**

### **11.1 General norms**

#### **11.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

#### **11.1.2 Infirmary/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor**

- 1) An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
  - a) which affects in any substantive way the scope, quality, or performance of the product;
  - b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
  - c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
- 2) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- 3) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
- 4) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

#### **11.1.3. Clarification of Bids and shortfall documents**

- 1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- 2) If discrepancies exist in the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

#### **11.1.4 Contacting Procuring Entity during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## **11.2 Evaluation of Bids**

### **11.2.1 Preliminary Examination of Bids - Determining Responsiveness**

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation. The following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required EMD in the prescribed form has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Goods offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- 6) Bidder has quoted conditional bids or more than one bid or alternative bids
- 7) The bid validity is shorter than the required period.
- 8) The bid departs from the essential requirements stipulated in the bidding document;
- 9) If Bidder has not quoted the entire Goods as stipulated in that schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.

### **11.2.2 The evaluation process in Two Cover system.**

This Tender Process is for **TWO COVERS** Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

## **11.3. Techno-commercial Evaluation**

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per Tender Document

### **11.3.1 Evaluation of eligibility**

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per Tender Document to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations in Form 1:bid Form. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

### **11.3.2 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids**

Bids that succeed in the techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared individually to all participant bidders in accordance with Tender Document.

## **11.4. Evaluation of Financial Bids and Ranking of Bids**

### **11.4.1 Ranking of Financial Bids**

- 1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- 2) The comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/unloading/ stacking, insurance etc.
- 3) If any bidder offers conditional discounts/ rebates in his bid or suo-moto discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
- 4) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the techno-commercial conditions. If it is so declared, such loading of the financial bid shall be done as per the relevant provisions;
- 5) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

### **11.4.4 Reasonableness of Rates Received**

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per Tender Document, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

### **11.4.5 Consideration of Abnormally Low Bids**

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

### **11.4.6 Price Negotiation**

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

## **12. Award of Contract**

### **12.1. The Procuring Entity's Rights**

#### **12.1.1 Right to Vary Quantities at the Time of Award**

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, increase/ decrease to 25 (twenty-five) percent of tendered quantity.

## **12.2 Purchase Order (PO) and Signing of Contract**

### **12.2.1 Selection of Successful Bidder(s)**

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

### **12.2.2 Verification of Original Documents**

Before issuing a PO to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose copies were submitted along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

### **12.2.3. Award of Purchase Order**

The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the Purchase Order (PO) shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of the supply of the Goods. The Purchase Order (PO) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of PO.

### **12.2.4 Performance Security**

- 1) Within 14 days of receipt of the Purchase Order (PO, or the contract if PO has been skipped), performance Security as per details in GCC shall be submitted by the contractor to the Procuring Entity.
- 2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the on being satisfied that it is not a case of cartelization, and the integrity of the procurement process has been maintained, the Procuring Entity may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

### **12.2.5 Signing of Contract**

- 1) After receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post to the successful Bidder.
- 2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post.

- 3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The Contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

#### **12.2.6 Publication of Tender Result**

Only the successful bidder will be notified of the commercial bid opening date. The final result shall be published on the website of the Procuring entity with name and address of the successful Bidder(s).

## **Section II: General Conditions of Contract (GCC)**

1. NCPOR is not entitled to provide any GST exemption certificate. However, Custom Duty concession can be availed as per Govt. notification 51/96. Customs Duty Exemption Certificate will be provided by NCPOR (as applicable).

2. The bidder should be complying with all the applicable labour laws and other relevant laws related to operations of the bidder.

### **3. Indemnities for breach of IPR Rights:**

- 1) The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
  - a) any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
  - b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor, and
  - c) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:
  - a) other than for the purpose indicated by or to be reasonably inferred from the contract
  - b) in association or combination with any other equipment, plant, or materials not supplied by the contractor.
- 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

### **4. Confidentiality, Secrecy and IPR Rights**

#### **1) IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

## **2) Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

## **3) Secrecy**

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 of India or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

## **5. Obligations of the contractor**

- 1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality(or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - a) the contractor needs to share with the institution(s) participating in the financing of the contract;
  - b) now or hereafter is or enters the public domain through no fault of Contractor;
  - c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

## 5. Performance Bond/ Security

- 1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Purchase Order (PO or the contract, if PO is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- 2) The amount of Performance Security is 5% of the PO / Contract price denominated in Indian Rupees and shall be in one of the following forms:
  - a) Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, in favour of Director, NCPOR payable at Vasco-da-Gama, Goa, India.
  - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 3.
- 3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award of PO/Contract and forfeit the deposit amount OR enforce Bid Securing Declaration, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion
  - (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
  - (b) without terminating the Contract:
    1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC  
or
    2. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
- 5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

  - i. any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
  - ii. for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- 7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the

contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

## **6. Permits, Approvals and Licenses**

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export license or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

## **7. Book Examination Clause**

*The Procuring Entity reserves the right for 'Book Examination' as follows:*

- 1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.
- 2) the contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, mutatis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.
- 3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
- 4) The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

## **8. Labour Codes and Related Obligations**

As & when & if applicable the Contractor/Supplier needs to follow the existing Rules & Regulation of the Department of Labour, Govt. of India.

## **9. Scope of Supply and Technical Specifications**

### **10.1 The Scope of Supply**

- 1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.
- 2) **Incidental Works/ Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc.

in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the contract.

## **10.2 Technical Specifications and Standards**

The Goods & incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in `Technical Specification and Quality Assurance form of the Tender Document or as stipulated in the contract. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

- 1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.
- 2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

## **11.Quantity Tolerance**

The obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.

## **12.Option Quantity Clause**

If invoked explicitly in the contract, the Procuring Entity shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

## **13.Warranty/ Guarantee**

If so stipulated in the SCC/ Contract, the following warranty/ Guarantee clause shall apply:

- 1) The contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
- 2) Obligations of the contractor under the warranty clause shall survive even though:
  - a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Procuring Entity.
  - b) The contract is terminated for any reason whatsoever.
- 3) The Procuring Entity shall promptly notify in writing to the contractor, If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).
- 4) Upon receipt of such notice, the contractor shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.

- 5) A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per GCC. The maximum penalty for warranty failure will be 10% (Ten percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to GCC for inordinate delays would also be taken.
- 6) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.
- 7) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default and the Procuring Entity shall avail any or all remedial action(s) there under.

#### **14. Insurance**

- 1) Unless otherwise instructed in the contract, the contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:
- 2) The contractor shall be responsible until the entire Goods contracted arrive in good condition at destination. The contractor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The contractor shall obtain the insurance cover in its name and not in the name of the Procuring Entity or its Consignee.

#### **15. Inspection and Quality Assurance**

##### **15.1 Tests and Inspections**

- 1) As specified Inspection & Test (including raw materials and/ or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the contractor to the Procuring Entity's inspector at no charge to the Procuring Entity.
- 2) The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose.
- 3) If so stipulated in the contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the contract by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
- 4) Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such.
- 5) Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor. However, in case of stipulation for type / proto-type of machinery and plant involving

special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.

- 6) Under no circumstances does the Inspecting officer have the authority to modify the governing specifications, approved drawings, or samples during inspection without the Procuring Entity's approval.

## **15.2 Consequence of Rejection**

Upon the Goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at a place other than the premises of the contractor, the Procuring Entity shall be at liberty to:

- 1) Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the contractor to remove dangerous, infected, or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this regard shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.
- 2) All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. The Procuring Entity or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.
- 3) Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.
- 4) where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back rejected Goods only after such refunds are received by the Procuring Entity.

## **15.3 Receipt of Consignment**

### **15.3.1 Preliminary Acknowledgement**

At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.

### **15.3.2 Goods Receipt and Inspection Report**

If the received consignment successfully passes the quantity and quality checks, procuring Entity shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The contractor may claim payment based on this document inter-alia other specified documents.

### **15.3.3 Rejection of Consignment by the Consignee**

If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Procuring Entity shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment as per GCC-clause 6.2 above within 21 days unless otherwise stipulated in the contract.

### **15.3.4 Short Receipt Certificate**

If the quantity received is less than claimed/ invoiced, GRIR/Rejection Note shall be issued only for the received quantity. In such cases, a short receipt certificate shall also be issued by the consignee.

### **15.3.5 Perishable Goods**

For Goods with a limited shelf life, the contractor shall ensure that at least 75% (or any other percentage stipulated in the contract) of shelf life remains a balance on delivery date. The Procuring Entity reserves its rights to reject expired or products with less than such specified shelf life.

## **16. Terms of Delivery & Delays**

### **16.1 Effective Date of Contract**

The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14 days of the date signed by the procuring entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

### **16.2 Time is the Essence of the contract**

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

### **16.3 Destination Places**

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract.

### **16.4 Dispatches at the last moment or after the expiry of the delivery**

If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from the Procuring Entity.

### **16.5 Delay in the contractor's performance**

If the contractor fails to deliver the Goods or any installment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:

- 1) recover from the contractor liquidated damages, or
- 2) treat the delay as a breach of contract as per clause below and avail all the remedies therein.

### **16.6 Inordinate Delays**

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

### **16.7 Extension of Delivery Period:**

If at any time during the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

### **16.8 Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s).

### **16.9 Force Majeure**

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

## **17.Prices and Payments**

### **17.1 Prices**

#### **17.1.1Charged Prices:**

Prices to be charged by the contractor for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

#### **17.1.2 Controlled Prices**

- 1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
- 2) **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:
  - (a) annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available there under, or
  - (b) without annulling the award, take action to recover the overcharged amount, or
  - (c) treat it as a breach of contract and avail any or all remedies there under.

#### **17.1.3 Price Components and Incidental Works/ Services**

Unless otherwise stated in the contract, The Procuring Entity shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received.

### **17.2 Terms and Mode of Payment**

Payment to the Contractor will be made within 30 days upon submission of bills after satisfactory completion of the entire work as per the actual quantity executed after deduction of statutory taxes OR as stipulated in the Tender Document/SCC. **No part payment / advance payment will be made.** [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.]

## **18.Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his

estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- 3) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

## **19. Code of Integrity in Public Procurement; Misdemeanors and Penalties**

### **19.1 Code of Integrity**

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) **“Corrupt practice”** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- 3) **“Anti-competitive 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 Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) **“Obstructive practice”** - materially impede procuring entity’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 coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

## **19.2 Obligations for Proactive Disclosures:**

- 1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

## **19.3 Misdemeanors and Penalties**

The following shall be considered misdemeanors - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) Violates the code of Integrity mentioned in GCC if included in the Tender/ Contract;
- 2) Has been convicted of an offence:
  - a) Under the Prevention of Corruption Act, 1988; or
  - b) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- 3) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
- 4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or

## **19.4 Penalties for Misdemeanors**

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has violated this code of integrity or committed a misdemeanor in competing for the tender or in executing a contract, the Procuring Entity shall be entitled. It shall be lawful on his part to take appropriate measures, including the following:

### **19.4.1 if his bids are under consideration in any procurement**

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Bidder from the Tender Process

### **19.4.2 if a contract has already been awarded**

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

### 19.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar a bidder/ contractor from participation in future procurements as follows:

A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC. The Ministry/Department shall maintain such a list which shall also be displayed on their website. Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidder.

## 20. Arbitration Agreement

### 20.1 This Agreement

- 1) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules there under (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

### 20.2 Notice for Arbitration

- 1) **Authority to Appoint Arbitrator(s):** For this Arbitration Agreement ‘The Appointing Authority’, to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 2) In the event of any dispute as per GCC, if the Adjudicator fails to decide within 60 days, or the Conciliation is terminated then, parties to the contract, after 60 days but within 120 days of ‘Notice of Dispute’ shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.
- 3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

### **20.3 Reference to Arbitration**

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

### **20.4 Appointment of Arbitrator**

#### **1) Qualification of Arbitrators:**

In the case of retired officers of The Procuring organisation, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.

Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

#### **2) Replacement of Arbitrators**

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

#### **3) Appointment of Arbitrator:**

In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.

The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.

If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the contractor.

### **20.5 Failure to appoint Arbitrators.**

If the Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of

India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

## **20.6 The Arbitral Procedure**

- 1) **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in anyway affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- 10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration

is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

- (a) The dispute is to be decided based on written pleadings only.
- (b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written Pleadings where it deems necessary.
- (c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
- (d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

**11) Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

**12) Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.

**13) Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

## **20.7 The Arbitral Award**

- 1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 4) The award of the arbitrator shall be final and binding on the parties to this contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

## **20.8 Savings**

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

## **20.9 Cost of Arbitration and fees of the Arbitrator(s)**

- 1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act,

irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

- 2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- 3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

**21) Jurisdiction**

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

**22) Additional Terms and Conditions**

- 1) The proposed solution will be executed on a turnkey basis.
- 2) The bid shall contain proof of meeting eligibility criteria, technical information of the tender, EMD and all other supporting documents including Price Bid format duly filled. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and uncalled for correspondence shall not be entertained.
- 3) Bidder is required to submit the complete bid along with forms, Brochures etc. The bid has to be signed in original by the authorized representative of the Bidder.
- 4) All columns of the prescribed formats should be filled, and all questions in the tender document must be answered.
- 5) Each page of proposal documents is to be signed and stamped by the Bidder clearly indicating that all the terms and conditions mentioned herein are acceptable to the Bidder unconditionally.
- 6) Bidder must submit all necessary technical brochures with the proposal. No column should be marked as "NIL" or Zero, "0" etc. Where no price is proposed to be charged for any item or its parts which is required to be supplied, it should be clearly mentioned in so many words.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of Bidder and seal of company]

### **Section III: Special Conditions of Contract (SCC)**

Tender No.: NCPOR/PS/AES-12071/PT-04.

Sr. No.	Terms	Description
1	Description of Item	Supply, Installation, Testing & Commissioning of Containerised Food Incinerator
2	Quantity	01 No. (One)
3	Delivery Terms	FOR Destination, NCPOR, Goa.
4	Delivery Period	Within Three (03) Months from the date of issue of Purchase Order and Installation, Testing & Commissioning as stipulated below.
6	Consignee	The Director, National Centre for Polar & Ocean Research (Ministry Of Earth Sciences, Govt. Of India) Headland Sada, Vasco-Da-Gama, Goa – 403 804, India.
7	Billing Instructions	<i>All bills/invoices should be in the name of and address to:</i> The Director, National Centre for Polar & Ocean Research (Ministry Of Earth Sciences, Govt. Of India) Headland Sada, Vasco-Da-Gama, Goa – 403 804, India.
8	GST	GST as applicable with correct HSN code.
9	Packing Instructions	Standard Packing.
10	Performance Bond/Security	As per GCC: - 5% of the total order value to be submitted within 14 days.
11	Payment	<b><i>Payment will be made only after submission of performance security.</i></b>  100% payment will be made within 30 days upon successful completion of the end-to-end solution, including testing and commissioning of the proposed system and submission of the original signed invoice.
12	Warranty/Guarantee	Warranty for <b>Three (3) Years</b> , starting after successful Installation, Testing & Commissioning of the Containerised Food Incinerator.
13	Installation, Commissioning, Testing requirement	Installation, commissioning and Testing at NCPOR. All expenditures to be borne by the vendor.
14	Spare Parts Support	10 years (As per ITB)

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of Bidder and seal of company]

## **SECTION: IV Technical Specifications and Quality Assurance**

*Note for Bidders: Regarding this Schedule, Bidders shall submit Form 3: 'Technical Specifications and Quality Assurance- Compliance' with their Technical bid.*

### **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTAINERISED FOOD INCINERATOR.**

**QUANTITY: 01 NO.**

#### **Containerised Food Incinerator (Complete Containerised system)**

Introduction: The above Containerised Food Incinerator is required for Indian Antarctic Expedition at Antarctica (Extreme Cold Climate Condition)

#### **Capacity:**

A solid waste/ food (mostly organic in nature) ready to use incinerator which can burn 50-60 kg of organic waste per day or with capacity of 15-20kg/hr.

#### **Operating Conditions:**

Required to operate in extreme cold climate condition (ambient temperature may drop up to -40 Degree C).

#### **Emission:**

Incinerator system with high efficiency to emit very low emission to meet CPCB norms (except stack height) and easy in operation and maintenance, Aviation Turbine Fuel (ATF) fired.

#### **Major Feature:**

System should have suspended particular matter arrester (cyclone separator) and obnoxious flue gas scrubber with secondary chamber for proper incineration thus very low emission can be discharged into atmosphere.

#### **Type of incinerator:**

i) Complete Containerised system

ii) The entire system must be housed within a standard 20' ISO shipping container (dimensions 20' x 8' x 8'6", classified under ISO 668/1496, types 1CC or 22G1). To ensure durability and safety, the flooring must be made only from Mild Steel (MS) or Carbon Steel (such as Q235, A36, or SS400) or Hot-Dip Galvanized Steel with Anti-slip checkered plating, featuring either a 5-bar (standard) or Diamond (1-bar) raised design and Thickness between 5.0mm and 6.0mm. The plates must be continuously welded directly to the container's steel cross-members to create a fully sealed, watertight floor. The container specified herein will be manufactured under strict quality control and be approved by the classification society or agency with all certifications for easy transportation, whereas provision for stack attachment of 3 meters should be made to attach chimney at site which can withstand wind velocity of 200 km/hr.

iii) Container should have a second door for emergency exit.

iv) Container Classification: Container Classification: ISO, CSC, UIC, and TIR. BV, ABS, GL, LR or CCS.

- v) C.S.C. Certification: Containers will be certified and complied with the requirements of the "International Convention for the Safe Containers."
- vi) T.I.R. Certification: Containers will be certified and complied with "The Customs Convention on the International Transport of Goods under the cover of T.I.R. Carnets." or "The Customs Convention on Containers
- vii) Container should be painted on all four side and on roof (at door side).  
 - Container Colour: Orange (RAL 2009).  
 - Marking Colour: Blue (RAL 5002).

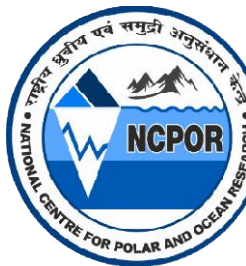
**Marking Arrangements:**

The containers should be marked in accordance with ISO, TCT, UIC, CSC and TIR requirements, owner's marking specifications and other required regulations.

The container identification number shall be painted on all four sides of the container as well as on the roof (the door and rear side). The first four letters of the container identification number shall be NCAU, followed by the respective digits assigned to the container. The identification numbers for the container is as follows 4610007

Logo and full address should be painted on both 20' side wall of the container. Certification plates (Standard size) to be chemically etched by acid with registration number, container identification no, date of manufacture, type, load details and details of owner.

- Logo (To be painted on both 20' side wall)



- Full Address (To be painted on both 20' side wall)

"INDIAN ANTARCTIC PROGRAMME"  
 National Centre for Polar and Ocean Research,  
 Ministry of Earth Sciences, Govt. of India,  
 Headland Sada, Vasco-da-Gama, Goa- 403804, India

- Details of Owner (To be chemically etched by acid on certification plate)

DIRECTOR NCPOR  
 "INDIAN ANTARCTIC PROGRAMME"  
 National Centre for Polar and Ocean Research,  
 Ministry of Earth Sciences, Govt. of India,  
 Headland Sada, Vasco-da-Gama,  
 Goa- 403804, India

**viii) Painting of Container:**

The paint system coated on the container surface shall be guaranteed to be free from corrosion and failure for a period of three (3) years from the date of acceptance of the container by the buyer.

8.2.2. Corrosion is defined as rusting which exceeds RE3 (European Scale of degree of Rusting) on at least ten (10) percent of the total container surface, excluding that resulting from impact or abrasion

damage, contact with solvents or corrosive chemicals and abnormal use.

**Display:**

It should have digital temperature controller and switches with display.

**Material Quality:**

Material should be SS 304/MS plate IS 2062 or equivalent, auto operating high standard burners (ATF operated), for both chambers with accessories including burner sequence, photo cell, ignition transformer, ignition rod, fuel pump etc., high alumina refractory material lining, manual feed, ash removal door with refractory lining, front loading.

**Operating Temperature:**

Operating temperature  $800\pm 50$  degree C for primary chamber and  $1050\pm 50$  degree C for secondary chamber, venture scrubber with suitable ID/FD fan and/or droplet separator. Destruction and removal efficiency at least 99.9%. Heat recovery system for preheating the supply air will be an advantage.

**Recirculation Pump:**

i) Brand:

Model Nos:

ii) System should be attached with recirculation pump (centrifugal pump) and suitable recirculation tank.

**Spares Parts:**

Spare Parts and consumables should be supplied to operate system for three years.

**Operating Manual:**

2 set of complete operating manual and technical manual (with make / model number of spare parts, spare part numbers and technical details in English language)

**Delivery:** NCPOR, Goa, India.

**Design (Drawings):**

- The bidder shall provide comprehensive engineering drawings as part of the technical bid detailing the integration and layout of Food Incinerator within a standard 20' ISO shipping container with the technical bid.
- The quoted lump-sum price is comprehensive and inclusive of all costs.

**Installation and Training:**

- The system will be dispatched to the Indian Antarctic Station, Antarctica. However, the supplier shall be required to install the system, carry out demonstration, and provide hands-on training to a group of technical personnel at NCPOR, Goa.
- The duration of training shall be two (02) days, and the number of personnel to be trained shall be three to four (03–04).
- After successful demonstration and completion of training, the system shall be properly dismantled (if required) and repacked in original packing or equivalent Antarctic-worthy packing, suitable for onward shipment to Antarctica.

**Warranty:** 3 years from the date of Installation (After successful demonstration at NCPOR, Goa)

## SECTION: V BIDDING FORMS

### Form 1: Covering Letter

(To be submitted as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

To,  
The Director,  
National Centre for Polar & Ocean Research  
(Ministry Of Earth Sciences, Govt. Of India),  
Headland Sada, Vasco-Da-Gama,  
Goa - 403 804 India

Ref: Your Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

Sir/ Madam

Having examined the above-mentioned Tender Document, we, the undersigned, hereby submit/ submit our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

#### 1) Our Credentials:

We are submitting this bid: -

on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

as authorized dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization).

We..... hereby certify that  We/  our Principals/ OEM M/ s..... are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.

## **2) Our Eligibility to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the technical specifications stipulated in this Tender Document, and the relevant details are submitted along with documents.

## **3) Our Bid to supply Goods:**

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Technical Specifications and Quality Assurance - Compliance.'

## **4) Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately submitted Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- a) based on terms of delivery and delivery schedule confirmed by us; and
  - b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
  - c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- A) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- B) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

## **5) Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

## **6) Confirmation to submission of EMD:**

We have submitted the EMD in the prescribed format as mentioned in the Tender Document.

**7) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto -----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**8) Non-tempering of Downloaded Tender Document and Submitted Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings submitted along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Purchase Order (PO), shall constitute a binding contract between us.

**10) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

**12) Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of  
[Name& address of Bidder and seal of company]

**Form 1.1: Bidder Information**

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date..... Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.*

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

**1) Bidder/ Contractor particulars:**

- Name of the Company:.....
- Corporate Identity No. (CIN): .....
- Registration, if any, with The Procuring Entity: .....
- GeM Supplier ID (if registered with GeM)
- Place of Registration/ Principal place of business/ manufacture .....
- Complete Postal Address: .....
- Pin code/ ZIP code: .....
- Telephone nos. (with country/ area codes): .....
- Mobile Nos.: (with country/ area codes): .....
- Contact persons/ Designation: .....
- Email IDs: .....

*Submit documents to demonstrate eligibility - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.*

**2) Taxation Registrations:**

- PAN number: .....
- Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- GSTIN number: ..... in Consignor and Consignee States
- Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
- Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

- We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

**3) Authorization of Person(s) signing the bid on behalf of the Bidder**

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

**4) Bidder's Authorized Representative Information**

Name:

Address:

Telephone/ Mobile numbers:

Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name& address of Bidder and seal of company]

.....

## Form 1.2: Eligibility Declarations

(To be submitted as part of Technical bid on Company Letter-head along with supporting documents, if any)

Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

### Eligibility Declarations

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we comply with all the terms & conditions of Tender Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** \_\_\_\_\_
- 2) **OEM/ Manufacturer/ Agent/ Dealership Status:** \_\_\_\_\_
- 3) We are/ are not a JV \_\_\_\_\_
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - b) (including our Contractors/ subcontractors for any part of the contract):

Do not stand declared ineligible/ blacklisted/ banned/ debarred by the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH or its Ministry/ Department from participation in its Tender Processes; and/ or

Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

- c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive

means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

**5) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

*we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*

*we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

**6) Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....  
[Name& address of Bidder and seal of company]

**Form 1.3: OEM's Authorization**

(On Company Letter Head)  
(To be submitted as part of Technical bid)

OEM's Name \_\_\_\_\_  
[Address and Contact Details]  
OEM's Reference No. \_\_\_\_\_ Date.....

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

Dear Sirs,

Ref. Your Tender No. NCPOR/PS/AES-12071/PT-04for SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTAINERISED FOOD INCINERATOR.

- 1) We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs-----(*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than Messrs. .... (*name and address of the above-authorised dealer*) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

4) Our details are as under:

Name of the Company:.....  
 Complete Postal Address: .....  
 Pin code/ ZIP code: .....  
 Telephone nos. (with country/ area codes): .....  
 Fax No.: (with country/ area codes): .....  
 Mobile Nos.: (with country/ area codes): .....  
 Contact persons/ Designation: .....  
 Email IDs: .....

5) We enclose herewith, as appropriate, *our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)*

Yours faithfully,

.....  
[signature with date, name, and designation]  
for and on behalf of Messrs.....  
[name& address of the OEM and seal of company]

## Form 2: Schedule of Requirements - Compliance

### Schedule of Requirements

(To be submitted as part of Technical bid – Without referring any cost, price details)

(On Company Letter-head)

Your Tender No. NCPOR/PS/AES-12071/PT-04 for SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTAINERISED FOOD INCINERATOR.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Fill up this Form. Add additional details not covered elsewhere in your bid in this regard.*

Tender Title			SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTAINERISED FOOD INCINERATOR						
Tender Reference No			NCPOR/PS/AES-12071/PT-04						
Schedule	Item Sr	HSN Code	GST %	Description of Goods	Quantity	Units of Quantity	Delivery offered	Destination, State	Bidder's GSTIN
1	2	3	4	5	6	7	8	9	10

(1) Background of Goods offered:

(2) Transportation:

(3) Delivery Schedule:

*(To be submitted in the technical bid along with list of items and quantities on the company's official letterhead.)*

**Deviations from Schedule of Requirements**

*Note to Bidders: Highlight deviations, if any, in this Form.*

Sl. No.	Ref. of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name& address of Bidder and seal of company]


### Form 3: Technical Specifications and Quality Assurance - Compliance

Note for Bidders: Regarding this Schedule, Bidders shall submit 'Technical Specifications and Quality Assurance- Compliance' with their Technical bid.

#### SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTAINERISED FOOD INCINERATOR.

QUANTITY: 01 NO.

Sr. No.	ITEM SPECIFICATIONS	Complied/ Not Complied	REMARKS (if any)
A	Containerised Food Incinerator (Complete Containerised system)		
	Introduction: The above Containerised Food Incinerator is required for Indian Antarctic Expedition at Antarctica (Extreme cold climate condition)		
	Brand: Model:		
1.	Capacity: A solid waste/ food (mostly organic in nature) ready to use incinerator which can burn 50-60 kg of organic waste per day or with capacity of 15-20kg/hr.		
2.	Operating Conditions: Required to operate in extreme cold climate condition (ambient temperature may drop up to -40 Degree C).		
3.	Emission: Incinerator system with high efficiency to emit very low emission to meet CPCB norms (except stack height) and easy in operation and maintenance, Aviation Turbine Fuel (ATF) fired.		
4.	Major Feature: System should have suspended particular matter arrester (cyclone separator) and obnoxious flue gas scrubber with secondary chamber for proper incineration thus very low emission can be discharged into atmosphere.		
5.	Type of incinerator:		
	i) Complete Containerised system		
	ii) The entire system must be housed within a standard 20' ISO shipping container (dimensions 20' x 8' x 8'6", classified under ISO 668/1496, types 1CC or 22G1). To ensure durability and safety, the flooring must be made only from Mild Steel (MS) or Carbon Steel (such as Q235, A36, or SS400) or Hot-Dip Galvanized Steel with Anti-slip checkered plating, featuring either a 5-bar (standard) or Diamond (1-bar) raised design and Thickness between 5.0mm and 6.0mm. The plates must be continuously welded directly to the container's steel cross-members to create a fully sealed, watertight floor. The container specified herein will be manufactured under strict quality control and be approved by the classification society or agency with all certifications for easy transportation, whereas provision for stack attachment of 3 meters should be made to attach chimney at site which can withstand wind velocity of 200 km/hr.		

	iii) Container should have a second door for emergency exit.		
	iv) Container Classification: Container Classification: ISO, CSC, UIC, and TIR. BV, ABS, GL, LR or CCS.		
	v) C.S.C. Certification: Containers will be certified and complied with the requirements of the "International Convention for the Safe Containers."		
	vi) T.I.R. Certification: Containers will be certified and complied with "The Customs Convention on the International Transport of Goods under the cover of T.I.R. Carnets." or "The Customs Convention on Containers		
	<p>vii) Container should be painted on all four side and on roof (at door side).  - Container Colour: Orange (RAL 2009).  - Marking Colour: Blue (RAL 5002).</p> <p>Marking Arrangements:</p> <p>The containers should be marked in accordance with ISO, TCT, UIC, CSC and TIR requirements, owner's marking specifications and other required regulations.</p> <p>The container identification number shall be painted on all four sides of the container as well as on the roof (the door and rear side). The first four letters of the container identification number shall be NCAU, followed by the respective digits assigned to the container. The identification numbers for the container is as follows 4610007</p> <p>Logo and full address should be painted on both 20' side wall of the container. Certification plates (Standard size) to be chemically etched by acid with registration number, container identification no, date of manufacture, type, load details and details of owner.</p> <p>Logo (To be painted on both 20' side wall)</p>  <p>Full Address (To be painted on both 20' side wall)</p> <p>"INDIAN ANTARCTIC PROGRAMME"  National Centre for Polar and Ocean Research,  Ministry of Earth Sciences, Govt. of India,  Headland Sada, Vasco-da-Gama, Goa-403804, India</p>		

	<p>Details of Owner (To be chemically etched by acid on certification plate)</p> <p>DIRECTOR NCPOR "INDIAN ANTARCTIC PROGRAMME" National Centre for Polar and Ocean Research, Ministry of Earth Sciences, Govt. of India, Headland Sada, Vasco-da-Gama,Goa-403804, India</p>		
	<p>viii) Painting of Container: The paint system coated on the container surface shall be guaranteed to be free from corrosion and failure for a period of three (3) years from the date of acceptance of the container by the buyer.</p> <p>8.2.2. Corrosion is defined as rusting which exceeds RE3 (European Scale of degree of Rusting) on at least ten (10) percent of the total container surface, excluding that resulting from impact or abrasion damage, contact with solvents or corrosive chemicals and abnormal use.</p>		
6.	Display: It should have digital temperature controller and switches with display.		
7.	Material Quality: Material should be SS 304/MS plate IS 2062 or equivalent, auto operating high standard burners (ATF operated), for both chambers with accessories including burner sequence, photo cell, ignition transformer, ignition rod, fuel pump etc., high alumina refractory material lining, manual feed, ash removal door with refractory lining, front loading.		
8.	Operating Temperature: Operating temperature 800±50 degree C for primary chamber and 1050±50 degree C for secondary chamber, venture scrubber with suitable ID/FD fan and/or droplet separator. Destruction and removal efficiency at least 99.9%. Heat recovery system for preheating the supply air will be an advantage.		
9.	Recirculation Pump:		
	i) Brand: Model Nos:		
	ii) System should be attached with recirculation pump (centrifugal pump) and suitable recirculation tank.		
10.	Spares Parts:		
	Spare Parts and consumables should be supplied to operate system for three years.		
11.	Operating Manual:		
	2 set of complete operating manual and technical manual (with part nos and technical details) (Language: English)		
12.	Delivery: NCPOR, Goa, India.		
13.	Design (Drawings):		
	i) The bidder shall provide comprehensive engineering drawings as part of the technical bid detailing the integration and layout of Food Incinerator within a standard 20' ISO shipping container with the technical bid.		

	ii) The quoted lump-sum price is comprehensive and inclusive of all costs.		
14.	<b>Installation and Training:</b>		
	i) The system will be dispatched to the Indian Antarctic Station, Antarctica. However, the supplier shall be required to install the system, carry out demonstration, and provide hands-on training to a group of technical personnel at NCPOR, Goa.		
	ii) The duration of training shall be two (02) days, and the number of personnel to be trained shall be three to four (03–04).		
	iii) After successful demonstration and completion of training, the system shall be properly dismantled (if required) and repacked in original packing or equivalent Antarctic-worthy packing, suitable for onward shipment to Antarctica.		
15.	Warranty: 3 years from the date of Installation (After successful demonstration at NCPOR, Goa)		
B	<b>Other Conditions</b>		
I	The OEM/ Bidder and should have prior experience in the supply of minimum 3 similar products to the Central/State government/Any Reputed Organization in the past 7 years ending Dec 2025. Provide supply orders, order completion certificates.		
II	In case of bidder an authorization letter from the manufacturer/ OEM should be provided with the tender.		
III	The Bidder must submit necessary catalogues, data sheets, application notes etc., along with the bid for validating the specification.		
IV	The Bidder must submit a point-wise compliance statement in the technical bid along with documentary proof. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.		
V	The Bidder must have a technical and application support team based in India.		
VI	The Bidder must submit the complete users' list in India who are using similar instruments along with their contact details, including email id.		
The above incinerator and Containers should be brand new & newly manufactured as per the ISO Standard			

Note: Bidders are requested to mention the relevant page number(s) in the ‘Remark’s column for all supporting documents submitted against each line item of compliance. Signed & sealed on each page.

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance, Terms & Conditions and Warranty requirements mentioned above and in the Tender Document. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....  
**(Signature with date)**

**(Name and designation)**

**Duly authorized to sign bid for and on behalf of**

.....  
**[Name & address of Bidder and seal of company]**

**Form 4: Qualification Criteria - Compliance**

(To be submitted as part of Technical bid on Company Letter-head)

Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

*Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Qualification Criteria.*

- 1) Location of the manufacturing Factory
- 2) Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
- 3) Details of arrangement for quality control of products such as laboratory etc
- 4) Details of Technical Supervisory staff-in-charge of production and quality control
  - Skilled labour employed.
  - Unskilled labour employed.
  - The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
- 5) Installed production capacity of item(s) quoted for, with the existing plant and machinery.
  - The installed monthly production capacity for----- and the type of-----
  - What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month.
  - average monthly production of ----- during the last 5 years on a single shift basis
  - Existing order on hand for -----
- 6) Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Form 4.1.
- 7) Details relating to Qualification Criteria.....
- 8) Documents Attached supporting the compliance to qualification criteria:

Sr. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
[Name & address of Bidder and seal of company]

DA: As above, if any

**Form 4.1: Performance Statement**

**Statement of Supplies during Last Five Years and Outstanding Current Orders**

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.*

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date----

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
 .....

[name & address of Bidder and seal of company]

DA: Performance records/ contracts

**Form 5: Terms and Conditions- Compliance**

(To be submitted as part of Technical bid)

(On Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

*Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....  
[name& address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

## Form 6: Check-List for Bidders

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender No. NCPOR/PS/AES-12071/PT-04 for Supply, Installation, Testing & Commissioning of Containerised Food Incinerator.

*Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

<b>Sr. No.</b>	<b>Documents submitted, duly filled, signed</b>	<b>Yes/ No/ NA</b>
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration (s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
4.	If applicable, Form 1.3: OEM's Authorization Form duly filled up (if applicable to Bidder concerned)	
4.a	Self-attested copy of Registration certificates etc. of the OEM/ principal	
4.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of OEM/ Principal	
5.	Form 2: 'Schedule of Requirements - Compliance	
6.	Form 3: Technical Specifications and Quality Assurance - Compliance	
6.a	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
7.	Form 4: Qualification Criteria - Compliance	

7.a	Documents Attached supporting the compliance to qualification criteria	
8.	Form 4.1: Performance Statement	
8.a	Documents/ contracts supporting the performance statement	
9.	Form 5: Terms and Conditions - Compliance	
9.a	Documents if any at the option of Bidder, supporting deviation	
10.	Form 6: This Checklist	
11.	Form 7: Price Bid	
	<b>FORMATS</b>	
I	Format 1: Contract Form	
II	Format 2: Bank Guarantee Format for Performance Security	
IV	Format 3: Bank Guarantee Format for Furnishing EMD	

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name& address of Bidder and seal of company]

## Form 7: Price Bid

### PRICE SCHEDULE

Name of the Bidder \_\_\_\_\_

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

1	2	3	4	5	6	7	8	9	10
SI No.	Item Description	Unit of Measurement	Qty	HSN Code	Unit Rate Rs.	Total Price Rs. (4x6)	GST (if any)	Other charges, (if any, pl. specify)	Grand Total Rs. (7+8+9)
	<b>Supply, Installation, Testing &amp; Commissioning of Containerised Food Incinerator.</b> <i>(Technical specs. as detailed in Form 3)</i>								

*The Total bid price should be inclusive of all charges, taxes, etc.*

Total Bid price in INR.....

Name of the Bidder : .....

In words .....

The cost of optional items if any shall be indicated separately .....

Company Seal : .....

**\*Prices should be quoted in the above format only.**

## FORMATS

### FORMAT 1:

#### BANK GUARANTEE FORMAT FOR FURNISHING: EMD/BID SECURITY

To  
The Director,  
National Centre for Polar & Ocean Research  
Headland Sada, Vasco-da-Gama, GOA 403 804, INDIA

Whereas \_\_\_\_\_ (Hereinafter called the “tenderer” has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (Herein after called the “tender”

We \_\_\_\_\_ of having our registered office at \_\_\_\_\_ (Hereinafter called the Bank) are bound unto the NATIONAL CENTRE FOR POLAR & 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 \_\_\_\_\_ month 20\_\_\_\_.

#### 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.
  - 2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract.
  - 2.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 \_\_\_\_\_ month 20\_\_\_\_.

*(Bidder pl. note: Bank Guarantee if submitted as EMD/Bid security the document should be valid for a period of forty-five days beyond the bid validity period.)*

**FORMAT 2:**

**BANK GUARANTEE FORMAT FOR FURNISHING PERFORMANCE SECURITY**

To,

The Director,  
National Centre for Polar & Ocean Research  
Headland Sada, Vasco-da-Gama, GOA 403 804, INDIA

Dear Sir,

1. In consideration of the National Centre for Polar & Ocean Research, Vasco Goa hereinafter referred to as the PURCHASER, which expression shall, unless repugnant to the context of meaning thereof include its successors, representatives and assigns, having awarded in favor of \_\_\_\_\_ having registered office at \_\_\_\_\_ hereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns, as contract, hereinafter referred as the CONTRACT for the supply of \_\_\_\_\_ on terms and conditions set out interalia in the PURCHASE ORDER No. \_\_\_\_\_ dated \_\_\_\_\_ as "CONTRACT" documents, valued at \_\_\_\_\_ and the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide irrevocable and unconditional performance bank guarantee for the obligations/ liabilities under the contract equivalent \_\_\_\_\_ % of the said value of the Contract to the Purchaser amounting to \_\_\_\_\_ as Contract security in the form of a Bank Guarantee.

2. We \_\_\_\_\_ hereinafter referred to as ' The Bank' which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the PURCHASER MERELY ON DEMAND WITHOUT any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" to the extent of \_\_\_\_\_ % of the Contract Price upto \_\_\_\_\_. Any such demand made by the Purchaser on the Bank shall be conclusive and binding absolute and unequivocal not withstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised / pending before any court, tribunal, Arbitrator or any other authority.

The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the PURCHASER is fully paid and claims satisfied or till the PURCHASER discharges this guarantee.

3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the CONTRACTOR by reasons of non-fulfillment of any of the following obligations.

3.1 For the successful and satisfactory operation of the materials supplied under the said contract as per the specifications and documents.

3.2 That the materials supplied under the said contract shall be new and in accordance with contract documents and be free from all defects in design, engineering, material workmanship and performance including modifications, improvements and replacement for a period of \_\_\_\_\_ calendar months from the date of commissioning/ \_\_\_\_\_ months from the date of receipt of materials by the PURCHASER and that upon written notice from the PURCHASER, the CONTRACTOR shall remedy free of expenses, to the PURCHASER, such defects as notices and developed under the normal use of the materials supplied, within the said guarantee period.

4.0 The PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the CONTRACTOR. The bank shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.

5.0 The PURCHASER shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the CONTRACT between the PURCHASER and the CONTRACTOR or any other course of remedy or security available the PURCHASER and the bank shall not be released of its obligations/liabilities under these presents by any exercise by the PURCHASER of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission or commission on the part of the PURCHASER or any other indulgence shown by the PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the PURCHASER.

6.0 The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the CONTRACTOR to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to the PURCHASER hereunder shall be final, conclusive and binding on the Bank.

7.0 The bank also agrees that the Purchaser shall be entitled at his opinion to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have relation to the CONTRACTOR' s liabilities.

8.0 This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR/ SUPPLIER.

9.0 Notwithstanding anything contained here in above, our liability under this bank guarantee shall not exceed \_\_\_\_\_ ( ). This bank guarantee shall be valid and continue to be valid until such time purchaser discharges this bank guarantee under its seal and authority upto \_\_\_\_\_. It is a condition to our liability for payment of the guarantee amount or any part thereof arising under this bank guarantee that we receive a valid return claim or demand for payment under this bank guarantee during the subsistence of this guarantee and prior to its valid discharge, failing which our liability under this bank guarantee will automatically cease.

**WITNESS:**

1. (Printed Name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Designation \_\_\_\_\_ Date: \_\_\_\_\_

2. (Printed Name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Designation \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature with name in block letters and with designation)

**Bank's Common Seal**

*(Bidder pl. note: Bank Guarantee if submitted as Performance Security, the document should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.)*