



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

(Ministry of Earth Sciences, Govt. of India)

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GLOBAL TENDER

Tender No.: NCAOR/ LH(20)/2017

Director, NCAOR invites sealed tender under Two-Bid System (Cover I – Technical Bid and Cover II – Price Bid) for Onsite Operation, Non-Comprehensive Maintenance and Repairs Contract for Bharati - Indian Research Station at Larsemann Hills, Antarctica for 2-years with a tentative period being 15 November 2017 to 31 December 2019 (extendable annually for maximum of 2 more years on satisfactory operation, maintenance and repairs as evaluated by NCAOR).

The interested bidders may download the tender document from www.ncaor.gov.in or <https://eprocure.gov.in/cppp>. . The last date of submission of complete bid is Monday, 24 July 2017 by 1500 hrs IST.



National Centre for Antarctic & Ocean Research

Ministry of Earth Sciences (Government of India)

Headland Sada, Vasco-da-Gama,

Goa – 403804 (India)

Tender Document

**Onsite Operation, Non-Comprehensive Maintenance
and Repairs Contract (OMRC) for Bharati - Indian
Research Station at Larsemann Hills, Antarctica**

Tender No. NCAOR/ LH (20)/2017

22 June 2017

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Section -1**1. NOTICE INVITING TENDER****TENDER NO. NCAOR/ LH(20)/2017**

Tenders in the prescribed form in sealed covers super-scribing the tender number, due date and time are invited in two-cover system by Director, National Centre for Antarctic and Ocean Research (NCAOR) for the work as per the details given in the table below:

Table – 1					
Work Description	Bid Bond /EMD	Contract Period	Pre-bid Meeting date and Time	Last date and time of submission	Date and time of opening of technical bid
Onsite Operation, Non-Comprehensive Maintenance and Repairs Contract (OMRC) for Bharati - Indian Research Station at Larsemann Hills, Antarctica	INR 5,00,000 for Indian Companies and US\$ 8,000 or EURO 7,000 for foreign companies	15 November 2017 to 31 December 2019 (extendable annually for maximum of 2 more years on satisfactory operation, maintenance and repairs as evaluated by NCAOR)	Friday, 7 July 2017 at 10:00 hrs. (IST)	Monday, 24 July 2017 at 15:00 hrs. (IST)	Monday, 24 July 2017 at 15:30 hrs. (IST)

Additional information is available on our website www.ncaor.gov.in. General enquiries, other information regarding tender document or project from prospective bidders can be obtained by contacting NCAOR, between 10:00 and 17:00 hrs (IST) from Monday to Friday excepting public holidays from:

Group Director (Expedition & Operations),

National Centre for Antarctic and Ocean Research,
Ministry of Earth Sciences (Government of India),
Headland Sada, Vasco-da-Gama, Goa 403804,

(Ph: +91 832 2525530/23, Fax: +91 832 2520877 and email: logistics@ncaor.gov.in).

DIRECTOR, NCAOR

NOTICE INVITING TENDER (cont...)**TENDER NO. NCAOR/ LH (20)/2017**

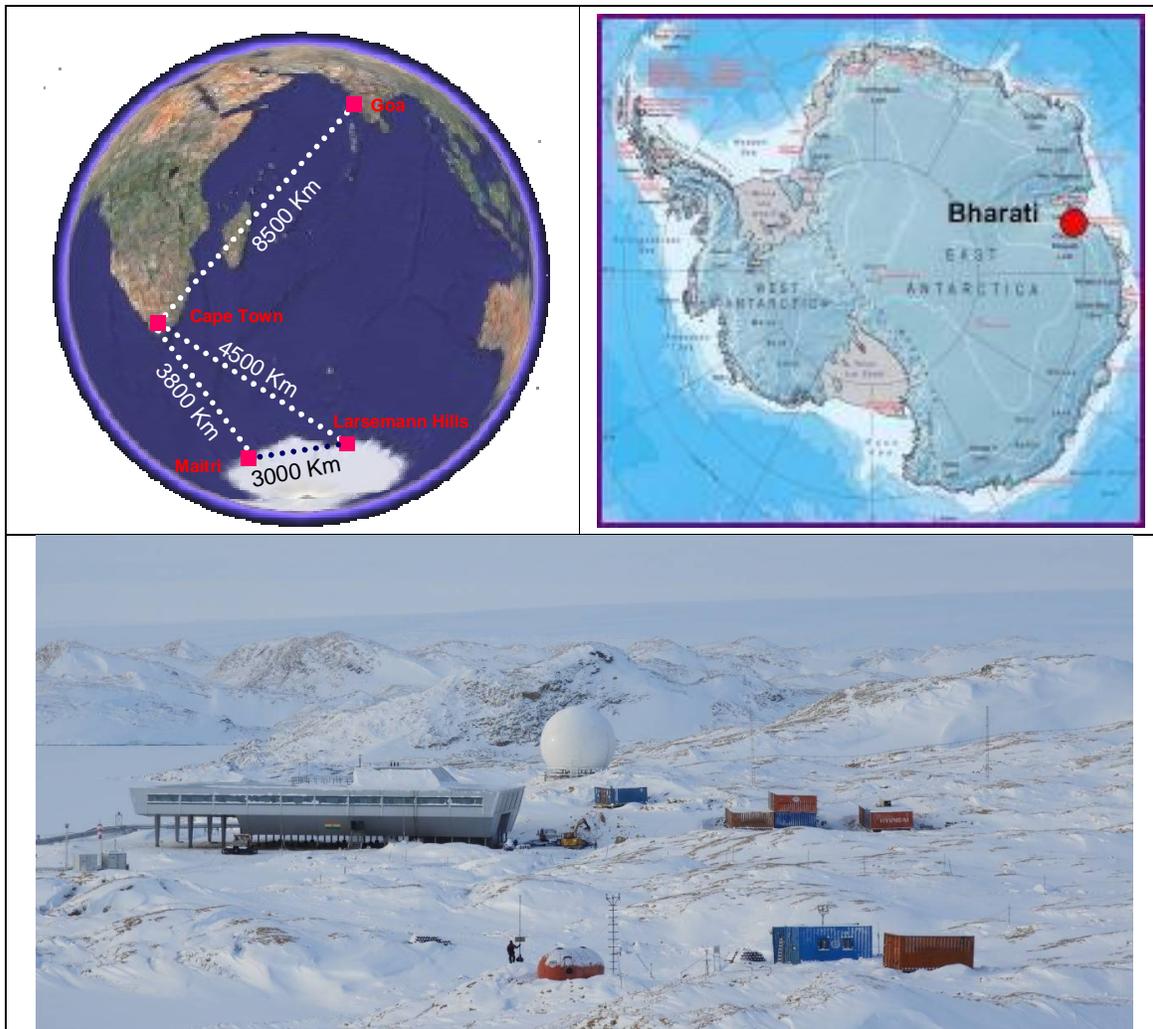
Sealed tenders are invited in two-cover system by Director, National Centre for Antarctic and Ocean Research for "Onsite Operation, Non-Comprehensive Maintenance and Repairs Contract for Bharati - Indian Research Station at Larsemann Hills, Antarctica" for 2-years with a tentative period being 15 November 2017 to 31 December 2019 (extendable annually for maximum of 2 more years on satisfactory operation, maintenance and repairs as evaluated by NCAOR).

- 1.1. The present contract is in two-cover system and offers in the prescribed form are to be submitted in **original**.
- 1.2. Tender document can be downloaded from NCAOR website (www.ncaor.gov.in) or (<https://eprocure.gov.in/cppp>).
- 1.3. Address for correspondence: Group Director (Expedition & Operations), National Centre for Antarctic and Ocean Research, Ministry of Earth Sciences, (Government of India), Headland Sada, Vasco da Gama, Goa 403804, India, Phone: +91 832 2525530/ 23, Fax: +91 832 2520877 and email: logistics@ncaor.gov.in.
- 1.4. A Pre-Bid meeting shall be organized at NCAOR between 10:00 and 17:00 hrs (IST) on Friday, 07 July 2017, with the representative of the interested bidders. The prospective bidders should submit their queries by email/fax or post at least 2 days before the meeting.
- 1.5. The tender document should be submitted in a single sealed cover duly inscribed "**Tender Number NCAOR/LH(20)/2017: OMRC-Bharati, Antarctica**". This sealed cover in turn should contain two separate sealed covers inscribed, Cover-1 (Technical bid) and Cover-2 (Price bid).
 - 1.5.1. Cover-1 shall contain all Technical documents and Bid Bond/ EMD.
 - 1.5.2. Cover-2 shall contain Price bid in prescribed format.
- 1.6. Tender will be rejected if not submitted in the prescribed format or not accompanied by a Bid Bond in form of Bank Draft or Bank Guarantee for INR 5 lakh for Indian Companies, and US\$ 8,000 or EURO 7,000 for foreign companies in form of Bank Guarantee only (not through bank transfer or bank draft) as Earnest Money Deposit (EMD) valid for a minimum 90 days from the last date of submission of offer; otherwise the offer shall be rejected / treated as non-responsive.
- 1.7. The offer (both Technical and Price bids) should be valid for a minimum 90 days from the last date of submission of offer; otherwise the offer shall be rejected /treated as non-responsive.
- 1.8. Last date of submission of tender/offer is Monday, 24 July 2017 until 15:00 hrs (IST), unless otherwise notified. In the event of changes in the schedule, NCAOR shall notify the same through its website.
- 1.9. The opening of Cover-1 (Technical bid) is on Monday, 24 July 2017 at 15:30 hrs (IST), unless otherwise notified. In the event of changes in the schedule, NCAOR shall notify the same through its website.
- 1.10. Cover-2 (Price bid) shall be opened only of the bidders meeting the eligibility criteria as decided by NCAOR based on the information provided by bidders in Cover-1 (Technical Bid). Date of opening of Cover-2 (Price Bid) shall be within 10 days from the date of opening of Technical Bid (Cover-1) however, exact date shall be communicated to the qualified bidders over fax/e-mail.

- 1.11. NCAOR does not bind itself to accept the lowest of any tender and reserves the right to accept or reject any tender.
- 1.12. Delay in receipt of tenders by mail or courier is the sole responsibility of the Bidder.
- 1.13. If the offers are not received according to the instructions detailed above shall be liable for rejection. The corrections and remarks (if any) in the tender/offer should either be type-written or written in ink and duly authenticated by the authorized signatory of bidder.

DIRECTOR, NCAOR

Headland- Sada,
Vasco-da-Gama
Goa-403 804.



SECTION -2**2. BACKGROUND INFORMATION**

Bharati is located between Thala Fjord & Quilty bay, east of Stornes Peninsula in Antarctica at 69° 24.41' S, 76° 11.72' E approximately at 35 m above sea level. The station with a very small footprint was established in the season 2012-2013 to facilitate year-round scientific research activity by the Indian Antarctic program.

1.14. Approach

Bharati is approachable by sea route between November and March of the succeeding calendar year (Austral Summer season) and can be reached in about 16 days time from Cape Town by Ice Class Chartered vessel provided by NCAOR subject to voyage plan and sea-ice conditions which may vary annually depending on the operational requirement.

Location is also approachable by chartered flights under the aegis of Dronning Maud Land Air Network (DROMLAN) between November and February of the succeeding calendar year. Flight operations are subject to weather conditions and operational requirements.

1.15. Station Infrastructure

Station can support 47 personnel on twin sharing basis in the main building during summer as well as winters with additional 13 in emergency shelters / summer camp during summers and thus making the total capacity as 60. The station consists of one main building, fuel farm, fuel station, sea water pump house, a summer camp and a number of smaller containerized modules.

The main building broadly offers regulated power supply, automated heat and air conditioning with hot and cold running water, flush toilets, sauna, cold storage, PA system, aesthetically designed living, dining, lounge and laboratory space. Two concrete helicopter-landing pads are located west of the main station building.

1.16. Power, Fuel Delivery and Storage

Electrical power is provided by three diesel operated 100 KVA Combined Heat and Power generating units (CHP Units) that are housed within the main building. Power distribution is through a centralized main load voltage distribution (MLVD) system. Jet-A1 fuel to the CHP units is supplied from a day tank adjacent to the power station, which in turn draws fuel automatically from the fuel farm through leak resistant pipelines over a distance of about 300 meters. Jet-A1 fuel is supplied annually from the ship to the fuel farm using leak resistant reinforced rubber hose. Fuel farm, an array of 13 double hulled tanktainers each of 24000 litres capacity is located close to the ship anchor point close to promontory (69° 24.31' S, 76°11.84' E) at an elevation of 20 m and equipped with oil spill sensors & prevention equipment. Delivery of fuel to the CHP units and at the helipad for helicopters and vehicles is through a network of pipelines and automatically controlled through microprocessor based centralized Building Management System (BMS). Bharati uses Liquefied Petroleum Gas (LPG) for cooking and supplied in 10 to 14 kg gas bottles.

1.17. Heating Ventilation and Air Conditioning (HVAC)

Thermal energy demand of the station is covered from exhaust heat of the CHP units. The maximum thermal energy demand of the station is approximately 155 KWTH. Hot water is centrally generated in the central energy station. Hot water generators working according to the reservoir charging principle are used. Heating of the station is realised by a low-temperature heating network with glycol-water suspension. Ventilation is provided by a central VAC system. The ventilation system is equipped with redundant ventilators. Fresh air is supplied to the station by air handling unit with the thermodynamic function of heating and humidification. All rooms and areas of the station are supplied with fresh air. CO and CO₂ sensors are placed at vulnerable locations for monitoring the air quality and trigger exhaust ventilation whenever needed.

1.18. Water Supply and Treatment

Sea Water is drawn from Quilty bay (east coast) at a depth of about 12 meters using a dedicated pump house and supplied to Bharati main building through a network of insulated pipelines over a distance of about 300 m. Seawater is fed into a reverse osmosis plant; the filtered water is remineralized and used for drinking, bathing, etc. The waste water is segregated in four categories- galley water (from kitchen); grease water (from garage); grey water (from bathroom) and black water (from flushing of toilets). The recycled gray water is used for flushing the toilets. Water from the kitchen (galley water) is passed through the grease traps and along with the black water from toilets is filtered and treated. Slush is removed in a sewage treatment plant and the water of bathing quality as per European standards is put back in Quilty bay about 60 meters downstream of the water intake point.

1.19. Waste management

Solid waste is segregated as biodegradable and non-degradable type. These wastes are separately collected in different 200 litre drums for removal and disposal on mainland. All liquid waste including that of Kitchen is passed through grease trap and slush collected in 200 litre drums for disposal on mainland and remaining liquid is treated by a biological unit and discharged into Quilty bay.

1.20. Fire and Security

All rooms, laboratories, kitchen, sanitary rooms, CHP units etc. are monitored by automatic fire detectors which in case of fire will give acoustic and optical alarm signals. The kitchen, CHP and Fuel Storage Rooms are equipped with fire extinguishing system. The system is designed to douse the fire with the help of high pressure water mixed with liquid nitrogen spraying system. The kitchen and CHPs are also equipped with fire blankets. These blankets automatically cover the area during fire alarms. Water mist spray nozzles, fire blanket, fire doors along with the alarming systems are the key parameters of the fire extinguishing system. The Bharati fire dousing system is effective in extinguishing class A, class B, class C and fires on electrical equipments. Sensitive areas have access control and are under video surveillance.

1.21. Fuel Farm

The Fuel Farm consists of 13 Fuel Tanks 24m³ each having a total capacity to store approximately 296 Kilo Litres designed for storage of ATF JET A-1. The Tank Vessel (Double shell) is made of stainless steel, while tank frame is made of carbon steel. The Fuel Farm is equipped with level indicator, overfill protection, leak detector, pressure vacuum relief valves, etc.

1.22. Summer Camp

About 300 meter North of the main building, a Summer Camp which can accommodate about 13 personnel, is located. It is equipped with dedicated water treatment plant, electric generator, toilet, kitchen, etc. In case of number of personnel being more than the maximum capacity of the main building, summer camp is occasionally used and also maintained round the year for the emergency shelter.

1.23. Helipad Fuelling Station

This unit, placed close to the helipad, is delivered in a 10 ft container, and is normally controlled by "Fuel Station Office Container". The idea of this equipment is to refuel helicopters or other machinery using ATF/Jet A1 fuel in a safe manner. The Helipad Fuelling station is equipped with level indicator, overfill protection, leak detector, pressure vacuum relief valves, etc.

1.24. Cold Storage

Fresh and frozen food stuffs for the entire season are stored in walk-in refrigerators which are maintained at +4⁰ and -20⁰C temperature round the clock.

1.25. Electrical Cabling and Laboratories

Different specialized laboratory blocks, namely meteorology, atmospheric, non-magnetic, etc. have been established mostly within 1.5 km radius of Bharati station. Electrical power is supplied to the laboratories from the main-building by running cables.

1.26. Vehicles

For local transportation around the station tracked vehicles - Pisten Bully and snow scooters are used for hauling men and material all through the year.



SECTION -3**3. SCOPE OF WORK**

Onsite operation, non-comprehensive maintenance, monitoring and repair contract (OMRC) of all life support systems of Bharati station including summer camp, fuel farm, pipelines, electrical cables and all related equipment having direct or indirect bearing in smooth operation of the equipments/infrastructure elaborated in Section - 2 (Background Information) and in Annexure-VI(B), but excluding satellite communication infrastructure and all kinds of vehicles available at Bharati.

For the proposed scope of work, a team of **four to six** trained Engineers/ Technicians (Table-2) is envisaged at Bharati, Antarctica for a continuous period of about 12 months. During the winter season, the minimum number of engineers to be deployed for the OMRC must be **four**. Engineers/ Technicians shall have to work in harsh environment polar conditions of Antarctica.

Considering the logistics involved for travel between Antarctica and India and with due consideration to weather related uncertainties the duration of stay for a team at Bharati may be considered as 12 ± 2 months with tentative start date as 15th Nov 2017.

The initial contract shall be for duration of 2 years being 2017-18 and 2018-19, extendable annually at same rates, terms and conditions for maximum of 2 more seasons being 2019-20 and 2020-21 on satisfactory operation, maintenance and repairs as evaluated by NCAOR.

The changeover of team (OMRC crew) shall happen once a year during austral summer season with anticipated sixty days of overlapping period for interaction between the new and old teams and familiarization of the systems for smooth handing over of operations. The facilities to be provided by NCAOR are listed in Terms and Condition Clause 0. The total contract value should be inclusive of wages, perks, insurance etc. for additional resources.

Contractor's OMRC Crew	Number	Qualification	Experience in relevant field (refer Annexure –VI(B))
Lead Engineer	01	B.E./B. Tech, or equivalent degree from a recognized institute in electrical / mechanical / instrumentation / air conditioning / fire and security/ chemical, etc.	5 years
Second Engineer	01	B.E./B. Tech, or equivalent degree from a recognized institute in electrical / mechanical / instrumentation / air conditioning / fire and security/ chemical, etc. or Diploma in engineering (3-yrs course)	3 years for B. E./ B. Tech. 5 years for Diploma
Support Engineers/ Technicians	02-04	B.E. / B. Tech. OR Diploma in Engineering (3-yrs course) OR ITI certification in relevant field	2 years for B. E./ B. Tech. 3 year for Diploma 5 years for ITI

The contractor shall be responsible for managing and forecasting the inventory of spare parts and consumables required for trouble free year-round operation, maintenance and repairs of the station. Barring unforeseen emergent requirements, the contractor shall be responsible for raising annual demand for spares and consumables with reasonable cost estimates latest by 15 May every year. Contractor shall also be responsible for producing periodic maintenance and monitoring reports including maintaining the inventory of the spares and consumables. The protocol shall be finalized in consultation with NCAOR before commencement of every expedition.



Section -4**4. INSTRUCTIONS TO BIDDERS****3.1. Scope of Bid**

The Director, NCAOR, invites bids for “**Onsite Operation, Non-Comprehensive Maintenance, Monitoring and Repairs Contract for Bharati - Indian Research Station, Larsemann Hills, Antarctica**” (as detailed in the Table-1 of Notice Inviting Tender).

3.2. Eligibility Criteria

3.2.1. Company, consortium of companies or any legal entity having:

3.2.1.1. at least five years experience in providing maintenance and repairs support/services for eco-friendly intelligent buildings for example, Hotels, Shopping Malls, Hospitals, Commercial Complexes, Airports, offshore platforms or any comparable project that involves operation and maintenance of Building Management System (BMS), Diesel Power Generators / Combined Heat and Power System / Heating, Ventilation, and Air Conditioning (HVAC)/Water supply and Effluent Treatment, Fire and security systems, etc. Documents to be enclosed in Technical Bid (Cover-1) as Appendix - A.

3.2.1.2. and at least one completed project as detailed above in 3.2.1.1 of value not less than INR 1 crore (or equivalent amount) as a single contract during last 7 years ending 31 March 2017. Documents should be enclosed in Cover-1 as Appendix - B.

3.2.2. Average annual turnover of Bidder for last three financial years being 2013-14, 2014-15 and 2015-16 should not be less than INR 1 crore or equivalent in foreign currency. The copy of audited profit and loss account and balance sheet to be enclosed along with the Technical Bid (Cover-1) as Appendix - C.

3.2.3. The bidding company should have at least two in-house graduate engineers with minimum 3 years experience in the relevant field (Annexure – VI). Supporting document should be enclosed with Cover-1 as Appendix - D.

3.3. Currency of the Bid

3.3.1. Indian Bidder should quote in Indian Rupees only. The foreign bidder may quote in internationally tradable currency. The quoted foreign currency should be indicated on the quoted Price bid format. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.

3.3.2. The bills selling rate of internationally tradable currency as declared by State Bank of India on the date of opening of Technical Bid shall be applied for conversion of foreign currency into Indian Rupees for the purpose of Price Bid evaluation/ comparison.

3.4. Submission of Bid:

3.4.1. The tender document should be submitted in a single sealed cover duly inscribed "**Tender Number NCAOR/LH(20)/2017: OMRC-Bharati, Antarctica**". This sealed cover in turn should contain two separate sealed covers inscribed, Cover-1 (Technical Bid) and Cover-2 (Price bid).

- 3.4.2. Technical Bid under Cover-I should be complete in all respect and contain following documents.
- 3.4.2.1. Duly filled in and signed Annexures I, II, III, IV, V, VI, VI(B) & VII
 - 3.4.2.2. Bid Bond /EMD in prescribed format as referred in Clause 1.6 and Annexure VII.
 - 3.4.2.3. Copies of supporting documents substantiating claims made in Annexures - II, IV & V.
 - 3.4.2.4. Written power of attorney of the signatory of the Bid to commit the Bidder;
 - 3.4.2.5. Qualifications and experience of key management and technical personnel proposed for the Contract (refer Table-2 of Section 3).
 - 3.4.2.6. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss account statements and auditor's reports for the last three years (2013-14, 2014-15, 2015-16);
- 3.4.3. Price bid under Cover-2 should be complete in all respect and contain the following documents.
- 3.4.3.1. Format duly filled in and signed as per Annexure VIII.

3.5. Deadline for Submission of the Bids

- 3.5.1. Bids must be received by the Client at the address specified in NIT Clause 1.3 not later than due date given in NIT Clause 1.8. In the event of the specified date for the submission of bids being declared a holiday by the Client, the Bids will be received up to the appointed time on the next working day.
- 3.5.2. The Client may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 3.6, in which case all rights and obligations of the Client and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 3.5.3. Any Bid received by the Client after the deadline prescribed in NIT Clause 1.8 will not be considered.

3.6. Amendment of Bidding Documents

- 3.6.1. The Client may modify the bidding documents by issuing addenda.
- 3.6.2. Any addendum thus issued shall be part of the bidding document(s) and shall be communicated in writing to all the purchasers and uploaded on NCAOR website.
- 3.6.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend if necessary the deadline for submission of bids, in accordance with Clause 3.5.2. However, considering the time constraints, extension if any will be minimal.

3.7. Bid Validity

- 3.7.1. Bids shall remain valid for a period not less than 90 days after the deadline for bid submission specified in Clauses 1.8. A bid valid for a shorter period shall be rejected by the Client as non-responsive.
- 3.7.2. In exceptional circumstances, prior to expiry of the original time limit of bid validity, the Client may request the bidder(s) to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. Bidder will have the right to decline/refuse the request without forfeiting the bid bond. Bidder(s) agreeing

- to the request will not be permitted to modify their bid(s) and also shall submit a corresponding extension for Bid Bond in accordance with NIT Clause 1.6.
- 3.7.3. EMD of unsuccessful bidders other than L-1(Lowest) and L-2 (Second Lowest) will be refunded after ranking of Price Bids. Earnest Money of L-2 will be refunded after entering into agreement with L-1 and acceptance of Performance Bank Guarantee (PBG) from L-1.
 - 3.7.4. Bid Bond / EMD shall be refunded suo-motto without any application from the bidders.
 - 3.7.5. The Bid Bond/ EMD of the successful bidder will be discharged after signing of the Contract Agreement and receipt/furnishing of required Performance Security.
 - 3.7.6. The Bid Bond / EMD may be forfeited, if
 - 3.7.6.1. the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 3.7.6.2. the Bidder does not follow Clause 3.9.2 for initialing the corrections if any; or
 - 3.7.6.3. the successful Bidder fails within the specified time limit to
 - 3.7.6.3.1. sign the Agreement or
 - 3.7.6.3.2. furnish the required Performance Security.

3.8. Format and Signing of Bid

- 3.8.1. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the authorized person or persons signing the bid.
- 3.8.2. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Client, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the authorized person or persons signing the bid.

3.9. Modification and Withdrawal of Bids

- 3.9.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in NIT Clause 1.8.
- 3.9.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clauses 1.5, 1.6, 1.7 & 1.8., with the outer and inner envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 3.9.3. Withdrawal or Modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 3.7.1 above or as extended pursuant to Clause 3.7.2 may result in the forfeiture of the Bid Security pursuant to Clause 3.7.
- 3.9.4. Bidders may only offer discounts on the Bid price as a modification to the original Bid submission before the due date and time of submission of the tender document. The same shall be included in the original Bid submission.

3.10. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

3.11. Corrupt or Fraudulent Practices

- 3.11.1. The Client requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the terms set forth below as follows :
- 3.11.1.1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 3.11.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 3.11.2. The Client will reject and declare a proposal as ineligible for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.11.3. The Client will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.11.4. The decision of Director, NCAOR in regard to Clause 3.11.2 and 3.11.3 shall be final.

3.12. Correction of Errors

The amount stated in the Bid will be final and no further additions and deletions are allowed. All the corrections are to be initialed by the bidder and same to be authenticated by putting their company seal otherwise their Bid will be rejected and the Bid Security may be forfeited in accordance with Sub-Clause 3.7.6.

3.13. Clarification of Bids

- 3.13.1. To assist in the examination and comparison of Bids, the Client may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates during the bidding process. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform to correction of arithmetic errors discovered by the Client in the evaluation of the Bids in accordance with Clause 3.12.
- 3.13.2. No bidder shall contact the Client on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Client, he should do so in writing.
- 3.13.3. Any effort by the Bidder to influence the Client's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid and render him ineligible under Clause 3.11.

3.14. Evaluation and Comparison of Bids

- 3.14.1. The Client will evaluate and compare only the Bids determined to be responsive in accordance with Clause 3.2.
- 3.14.2. Bidder should sign on each page of the tender document affix with official seal and should submit the details of **bankers and account**. There should not be any blank format to be submitted without filling any single entry or entire format otherwise such tender is liable for rejection.

3.15. Award Criteria

The Client will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible and qualified in accordance with the provisions of Clause 3.2.

3.16. Client's Right to accept any Bid and to reject any or all

Notwithstanding Clause 3.16, the Client reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the bidders on the ground for Client's action.

3.17. Performance Security

- 3.17.1. The successful bidder shall provide security deposit equivalent to 10% of 2-year Contract Value in the form of Bank Draft or Bank Guarantee by Indian Companies and for foreign companies in form of Bank Guarantee only within 14 days of receipt of letter of acceptance and the same will be refunded/returned after 60 days of successful completion of the contract period (if not extended).
- 3.17.2. The initial Performance Bank Guarantee shall be valid for 30 months from the date of Letter of Intent. Subject to extension of the contract for further period, the Performance Bank Guarantee shall be further extended as per demand of NCAOR.
- 3.17.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 3.17.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Bond/EMD.

3.18. Notification of Award and Signing of Agreement

- 3.18.1. The Bidder whose Bid has been accepted will be notified of the award by the Client prior to expiration of the Bid Validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Client will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 3.18.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in form of Performance Bank Guarantee (PBG) in accordance with the provisions of Clause 3.17.
- 3.18.3. The Agreement will incorporate all correspondence between the Client and the Successful Bidder. It will be signed by the Client and sent to the Successful Bidder within 28 days of award of work following the notification of award along with the Letter of Acceptance. Within 14 days of receipt of work order, the successful Bidder will furnish the PBG and sign the Agreement with the Client thereafter.
- 3.18.4. Upon furnishing of the PBG by the successful Bidder, the Client will promptly notify other Bidders that their Bids have been unsuccessful and release their Bid Security.

5. GENERAL CONDITIONS OF CONTRACT

5.1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- 5.1.1. A **Contract** is an agreement having a lawful object entered into voluntarily by Client and Contractor, each of whom intends to create one or more legal obligations between them. Here in this case contractor shall carry out operation, monitoring, maintenance and repair of equipment and machinery at Bharati. It consists of the documents listed in Clause 5.3.2 below.
- 5.1.2. The Contract Data defines the documents and other information which comprise the Contract.
- 5.1.3. The Contractor is a person or corporate body whose Bid to carry out the Services has been accepted by the Client.
- 5.1.4. The Contractor's Bid is the completed Bidding documents submitted by the Contractor to the Client.
- 5.1.5. The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 5.1.6. One LAKH is 100,000 and 1 CRORE is 10,000,000.
- 5.1.7. The Client is the party who will employ the Contractor to carry out the Works.
- 5.1.8. Days are calendar days, months are calendar months.
- 5.1.9. The Start Date is the date when the Contractor's personnel report to NCAOR, GOA for the expedition.
- 5.1.10. The End Date is the date when the Contractor's personnel reach mainland India after completion of the expedition unless the contract is extended.
- 5.1.11. The Works are what the Contract requires the Contractor with regard to onsite operation, monitoring, maintenance and repair as defined in the Scope of Works and Annexure VI(B).
- 5.1.12. The trained work Personnel are those employed / proposed to be employed (refer Table-2 above) by the Contractor at the Station, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government

5.2. Terms and Conditions

- 5.2.1. Boarding, lodging, polar clothing and passage between Goa and Bharati by ship/air at par with other expedition members shall be provided by NCAOR. This, however, shall not include pay, perks, insurance or any other form of remittance agreed between the contractor and its employees which shall be borne by the contractor.
- 5.2.2. Contractor's crew while in Antarctica or onboard ship shall enjoy all privileges at par with other expedition members as per the directive of the Ministry of Earth Sciences while on deputation except for financial privileges, like hardship allowance, kit allowance and foreign DA.
- 5.2.3. Contractor's crew (Engineers and Technicians) shall have to undergo medical examination at All India Institute of Medical Sciences (AIIMS), New Delhi or any other place as decided by NCAOR before embarking on any expedition. The expenses for the

medical examination shall be borne by NCAOR. However, travel, sustenance and accommodation during the medical examination will have to be arranged by the contractor. In case of foreign crew members, medical examination can be done in their own country at the cost and expense of the Contractor and their medical fitness certificate to be provided to NCAOR before embarking on the expedition.

- 5.2.4. Contractor's crew shall have to attend pre-expedition acclimatization and survival training at ITBP, Auli or any other place as decided by NCAOR. Cost of training, boarding, lodging and travel between Delhi and place of training shall be borne/ arranged by NCAOR. Foreign crew can be exempted from the training upon written request from the contractor.
- 5.2.5. If required by NCAOR, the contractor will provide pre-expedition training to maximum of 05 NCAOR staff for minimum of 5 days at their premises at no additional cost to NCAOR. However, boarding and lodging and travel expenses for such trainees shall be borne by NCAOR.
- 5.2.6. Lead engineer of the contractor's crew will submit periodical reports on performance/maintenance of all equipments under contract according to the protocol. (One copy to Station Leader and One to NCAOR, Goa)
- 5.2.7. Monthly Invoices submitted by the Contractor shall be paid subject to satisfactory performance as certified by the Representative of NCAOR.
- 5.2.8. Contractor's crew while on deputation shall abide by rules and regulations of the respective stations Maitri and Bharati as formulated by NCAOR and shall report to the concerned Leader.
- 5.2.9. Contractor shall arrange for insurance of its crew members.
- 5.2.10. Contractor's crew while at Cape Town or any transit location shall not be entitled for foreign DA. However, hotel accommodation on twin sharing basis at par with other expedition members shall be provided by NCAOR.
- 5.2.11. Contractor's crew will have to undertake all housekeeping jobs including galley duty in kitchen at par with other expedition members in ship or at Maitri/Bharati station(s) or any other community activity assigned by Leader of the expedition.
- 5.2.12. Emergency/medical evacuation of Contractor's Crew at par with other expedition members by ship or by air depending on the availability can only be organized during the austral summer season November to March of succeeding calendar year and shall be taken care by NCAOR.
- 5.2.13. NCAOR shall not be responsible for any injury or death for the contractor's crew while in transit or during their sojourn in Antarctica.
- 5.2.14. Contractor's crew shall be entitled for medical facilities available at Ship/Bharati/Maitri at par with other expedition members.
- 5.2.15. In case of unforeseen evacuation on medical or any other ground if the number of contractor's crew is reduced to less than four, the contract charges will be deducted on pro-rata basis.
- 5.2.16. Contractor's crew shall be liable to direct damages sustained as a result of gross negligence or willful misconduct of personnel in the performance of the services.
- 5.2.17. NCAOR will provide a first phase basic minimum spare requirement as well as tools and tackles that are needed for the proper upkeep and maintenance of the controls systems and equipment at Bharati. However, it will be the responsibility of the bidder's team to

provide a comprehensive list of spares and tools and tackles needed in the subsequent years of the contract.

- 5.2.18. The inventory of all spares, tools and tackles for the OMRC shall be maintained by the Lead engineer and handing/taking over report should be duly authenticated by the Station Leader. (One copy to Station Leader and One to NCAOR, Goa)
- 5.2.19. The contractor's crew shall ensure that all tools and tackles are maintained during the contract period (minor wear and tear acceptable)
- 5.2.20. **Limitation of Liability**- NCAOR agrees that for total liability in respect of any loss shall be limited to the lower of the figures produced by the operation of the following sub-clauses.
- 5.2.20.1. **Contractor** shall be limited solely to direct damages sustained as a result of gross negligence or willful misconduct of crew in the performance of the services. Contractor's total liability shall be limited to the total value of the contract. In no event Contractor shall be liable to NCAOR or any third party for further damages or expenses even if Contractor have been advised of the possible existence thereof.
- 5.2.20.2. Contractor's liability to NCAOR in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be limited to that proportion of the loss or damage (excluding interest and costs) assessed by NCAOR, which is ascribed to Contractor allocating proportionate responsibility to Contractor having regard to
- 5.2.20.2.1. The contribution to the loss and damage in question of any other person responsible and/or liable to NCAOR for such loss and damage and Contractor's contribution to such loss and damage. This provision shall have no application to any liability for death or personal injury nor to any liability arising as a result of fraud on our part (or for which Contractor are vicariously liable) nor to any liability which cannot lawfully be excluded or limited.
- 5.2.21. These terms of business shall be governed by and constructed in accordance with the laws of India and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of Indian courts.

5.3. Interpretation

- 5.3.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have significance. Words have their normal meaning under the language of the Contract unless specifically defined. NCAOR will provide instructions clarifying queries about the Conditions of Contract.
- 5.3.2. The documents forming part of the Contract shall be interpreted in the following order of priority:
- 5.3.2.1. Agreement
- 5.3.2.2. Letter of Acceptance and notice to proceed with works.
- 5.3.2.3. Contractor's Bid
- 5.3.2.4. Annexure VI & VI(B) (Undertaking by the Contractor)
- 5.3.2.5. General Conditions of Contract.
- 5.3.2.6. Copy of Valid Performance Bank Guarantee.
- 5.3.2.7. Any other documents listed in the Contract Data as forming part of the Contract.

5.4. Language and Law

The language of the Contract is English and Contract will be governed by Indian Civil Law.

5.5. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

5.6. Joint Venture

Companies / Contractors may jointly undertake contract/contracts. Each entity would be jointly and severally responsible for completing the task as per the contract. However declaration of the Lead member should to be indicated by bidders. Further JV has to be designated in their MOU. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

Note: *There shall be no limit on the number of partners. However, the Lead member of joint venture shall be held responsible for the satisfactory execution of the contracted work. It shall be within the rights of NCAOR to hold all entities jointly and severally liable.*

5.7. Force Majeure

Neither of the parties hereto shall be considered in default in performance under the contract if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, hostilities, revolutions, riots, strikes, lockouts, conflagration, epidemics, accident, fire, drought, earthquake, blizzards, whiteouts, unforeseen excessive built up of sea ice, obstruction due to icebergs, breaking of ice shelf or ordinance of any government or of any sub division thereof, or any act of God or causes beyond the reasonable control of the party affected, provided notice in writing is provided within 10 days, failing which within the shortest period from NCAOR to Contractor and vice versa. Soon after the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and the actual delay occurred due to such affected activity providing necessary evidence in support thereof. From the date of occurrence of the force majeure, the obligations of the party shall be suspended during the continuance of any ability resulting there from have been removed and the agreed time of completion of the respective obligation under this agreement shall stand extended by a period equal to the period of delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by state of force majeure lasting for a period of more than one month, the two parties shall consult each other and decide on the future execution of the contract.

5.8. Contractor's Risks

All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

5.9. Secrecy

NCAOR and Contractor shall not disclose any information/data furnished to either party by the other and that of any other information prepared by either for this project without prior written approval of NCAOR or Contractor as the case may be, except in so far as disclosures necessary for this performance of NCAOR's or Contractor's work and service hereunder.

5.10. Intellectual Property Rights

Results of the study and the report thereof by NCAOR would be sole property of NCAOR respectively; Copyright of the report/publication will rest with NCAOR. The data acquired at Antarctica shall be sole property of NCAOR.

5.11. Discoveries

Anything of historical or other interest or of significant value unexpectedly or otherwise discovered on and the around Station is the property of the NCAOR. The members have to notify the Station Leader and NCAOR of such discoveries.

5.12. Price Escalation: *There shall be no price escalation during the contract and extended period/s.***5.13. Arbitration:**

The same is applicable as per Indian Arbitration Act in force. However the place for arbitration proceedings will be at Goa.

5.14. Period of Contract

The initial contract shall be for duration of 2 years (Antarctic season) being 2017-18 and 2018-19, extendable annually at same rates, terms and conditions for maximum of 2 more seasons being 2019-20 and 2020-21 on satisfactory operation, maintenance and repairs as evaluated by NCAOR.

In the event of the contract being extended considering the performance of the services rendered to be satisfactory, the contractor shall confirm in writing their acceptance for extension of the contract for year 2019-20 by 15 May 2018 and for year 2020-21 by 15 May 2019, failing which it will be assumed that the contractor is not interested in continuation of the contract for the succeeding years/expeditions.

If the contract is extended with mutual consent, the contractor shall extend the validity of security deposit / Performance bank guarantee for the succeeding years or shall submit a fresh performance bank guarantee for the extended year as directed by NCAOR.

In case the Contractor withdraws his acceptance for extension of the contract for the succeeding years/expeditions at a later date, he shall forfeit the Security Deposit / Performance bank guarantee and the balance payments of the on-going contract period.

5.15. Payments

- 5.15.1. Pro-rata bills shall be prepared and submitted by the Contractor to NCAOR on a monthly basis.
- 5.15.2. Based on the performance certificate issued by the Representative of NCAOR against the work executed at Bharati station by the Crew, payment shall be disbursed to the Contractor within 30 days from the date of receipt of signed invoice.
- 5.15.3. For foreign remittances all bank charges outside India will be borne by the beneficiary.
- 5.15.4. TDS as applicable shall be deducted.

5.16. Payment for Variations

There will be no variation in the contract price including the extended period/s.

5.17. Payment beyond overlapping period

The annual contract value shall be for 12 months with minimum 4 and maximum 6 personnel of the contractor. NCAOR envisages 60 days of overlap for the changeover of the teams. The total contract value should be inclusive of wages, perks, etc. for additional resources for the overlapping period.

In case the overlap period exceeds 60 days, because of the operational reasons attributable to NCAOR, extra payment on pro-rata man-day basis for the actual days spent by the old team in addition to the defined overlapping period shall be made by NCAOR.

5.18. Taxes

The contract price quoted by the contractor shall be inclusive of all taxes and levies.. As necessary, taxes shall be deducted at source by the client as per applicable law. Any change in the taxes, levies and duties imposed by the Indian Government after signing the contract for services shall be reimbursed by the Client on production of documentary evidence.

5.19. Penalty Clause:

If the down time for repair of components given in Annexure – VI(B) exceeds 24 hours, excluding CHP and RO/waste water treatment plant where downtime shall not exceed 6 hours, due to negligence or delayed response reported by the Representative of NCAOR and verified by data, for every hour of delay penalty would be charged at the rate of 0.5 % of monthly payments subjected to maximum of 10 % of the monthly payment.

5.20. Currencies

For Indian contractors all payments shall be made in INR only. For foreign contractors the payment shall be made in the currency of the bid however, payment for any expenditure incurred in India shall be made in Indian Rupees.

5.21. Subsequent Legislation

If, after the date of submission of tenders for the contract there occur changes to any National Statute, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of

the contract, such additional or reduced cost shall, be determined by the NCAOR and shall be added to or deducted from the contract price and shall notify the contractor accordingly with a copy to the Contractor provided that such National Statute, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority is a matter from which there can be no derogation, and where derogation is permissible and the contractor can do so, he shall be bound to take necessary steps to “contract out” of such provision.

5.22. Incentives or Bonus -

No incentive or Bonus is to be paid to the contractor for early completion of work.

5.23. Performance Securities

The successful bidder shall provide security deposit equivalent to 10% of 2-year Contract Value in the form of Bank Draft or Bank Guarantee by Indian Companies and for foreign companies in form of Bank Guarantee only within 14 days of receipt of letter of acceptance and the same will be refunded/returned after 60 days of successful completion of the contract period (if not extended).

5.24. Termination

5.24.1. The Client or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

5.24.2. Fundamental breaches of Contract include, but shall not be limited to the following:

- 5.24.2.1. The Contractor’s Crew stops work for 3 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Station Leader or his/her nominee.
- 5.24.2.2. Services provided by the Contractor shall be certified by the Representative of NCAOR or his/her nominee is not paid by the Client to the Contractor within 30 days of the date of the Station Leader or his/her nominee's certificate
- 5.24.2.3. the Contractor does not provide the performance security (clause 5.23), which is required
- 5.24.2.4. the Contractor is not providing services to the Client to desired levels
- 5.24.2.5. if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract and
- 5.24.2.6. if the contractor’s crew continuously behave in a manner which is a hindrance and threat to the security and life of the expedition members

For the purpose of this paragraph “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution “Fraudulent practice” means a misinterpretation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice Bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition”

5.25. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, authorized representative of NCAOR shall issue a certificate for the work done till date. If the total amount due to the Client exceeds any payment due to the contractor, the difference shall be a debt payable to the Client by the Contractor.

5.26. Compliance with labour regulations

The contractor shall unless otherwise provided in the contract make his own arrangements for the engagement of all necessary crew and for their payment.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Government or local authority and any other labour law (including rules) regulations, byelaws that may be passed or notification that may be issued under any labour law in future either by the State or Government or the local authority. The contractor shall keep the Client indemnified in case any action is taken against the Client by the competent authority on account of contravention of any of the provisions of any Act or Rules made there under, regulations or notifications including amendments. If the Client is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/ Byelaws/ Acts/Rules/Regulations including amendments if any, on the part of the Contractor, the Client or his nominee shall have the right to deduct any money due to the Contractor including his amount of performance security. The Client or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Client.

The Employees of the Contractor and the Sub-Contractors in no case shall be treated as the employees of the Client at any point of time.

Note: This contract will be governed by applicable Indian Laws.



6. FORMS OF BID AND ANNEXURES FOR TECHNICAL BID (COVER-I)

Annexure - I

UNDERTAKING

(TO BE TYPED ON COMPANY LETTERHEAD)

Tender for Onsite operation, non-comprehensive maintenance, monitoring and repairs contract (OMRC) for Bharati-Indian Research Station at Larsemann Hills, Antarctica

Dated: / /

To,

The Director
National Centre for Antarctic and Ocean Research (NCAOR),
Ministry of Earth Sciences (Government of India),
Headland-Sada, Vasco-da-Gama
GOA - 403804,
India

Subject: Application for Onsite Operation, Non-Comprehensive Maintenance and Repairs for Bharati - Indian Research Station at Larsemann Hills, Antarctica

Dear Sir,

With reference to your tender number NCAOR/LH(20)/2017, I/We, having examined the document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. All information provided in the Application and its Annexures is true and correct and all documents accompanying the Application are true copies of their respective originals.
2. I/We agree to undertake the onsite maintenance of systems of Bharati station and a duly-signed undertaking to that effect is in Annexure –VI.
3. This statement is made for the express purpose of qualifying as a Bidder for providing the services for the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. We certify that in the last two years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tender document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in that affects the qualification process of the Tender document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time without assigning any reasons thereof.
8. I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/any other Consortium applying for this Tender.
9. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

13. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. I/We agree and undertake to abide by all the terms and conditions of the Tender document.
15. I/We declare that I/We that our tender is not conditional and conditions if any are treated as withdrawn.

In witness thereof, I/We submit this application under and in accordance with the terms of the Tender document.

Yours truly,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

Name and seal of the Applicant/ Lead Firm

Annexure - II**Details of Applicant(s)/Bidder(s)**

(Information provided by the bidder in the following pages will be used as criteria for Technical qualification).

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s):
 - (d) Date of incorporation and / or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) Mobile Number:
 - (g) E-Mail Address:
 - (h) Fax Number:

4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Mobile Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

5. Financial details of bidder
 - (a) Name of Bank:
 - (b) Branch:
 - (c) IFSC/NEFT code:
 - (d) SWIFT code:
 - (e) PAN number:
 - (f) Sales Tax/VAT registration number:
 - (g) Service Tax registration number:

6. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged may be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance as below

Following codes may be used to describe the status of the member in consortium

NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Members. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.

(d) The following information is to be provided for each Member of the Consortium.

Name of Applicant / Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant / Constituent of the Consortium been barred by any State Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3.	Has the Applicant / Constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years.		

7. A statement by the applicant and each of the members of its consortium (where applicable) or any of their associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Annexure - III**Details with regard to the Eligibility Criteria**

S. No.	Description	Bidder's Response
1	Experience of the Company in Number of Years in providing maintenance and repairs in reference to clause 3.2.1.1	
2	Number of completed projects of value more than INR 1 Crore during last 7 years (Clause 3.2.1.2)	
3	Annual Turnover for financial years (refer Clause 3.2.2) :	
	2013-14	
	2014-15	
	2015-16	
4	Number of in-house graduate engineers with minimum 3 years experience in the relevant field (refer Clause 3.2.3)	

Note: Supporting documents to be enclosed.

Annexure - IV**Financial Strength and work experience**

1. Constitution or legal status of Bidder (Attach copy)
 - a. Place of registration.
 - b. Principal place of business.
 - c. Power of Attorney of signatory of Bid (Attach)

2. Turnover of the Firm / JV

Year	Turnover (Rs)
2013-2014	
2014-2015	
2015-2016	

Attachments: Financial reports for the above fiscal years (Average turnover for last 3 years should not be less than INR 1 Crore or equivalent in foreign currency). Balance sheets, profit and loss accounts statements, auditor's reports etc.

3. Information on works for which bids have been completed (Work Order and Completion Certificate) and works which are yet to be completed as on the date of this bid. (Work order to be enclosed)

- (A) Completed works, existing commitments and on-going works.

Description of work	Country, Place & State	Contract No. & Date	Name & Address of Organization	Value of Contract (INR / US\$)	Stipulated period of completion	Value of remaining work to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted.

Description of work	Country, Place & State	Name & Address of Organization	Stipulated period of completion	Date when decision is expected	Remarks, if any.
(1)	(2)	(3)	(4)	(5)	(6)

*Attach certificate(s) as required.

4. In-house strength/tie-up with other companies with respect to BMS/HVAC/CHP/Fresh and waste water treatment

Services	Company / Partner	Remarks
Building Management Services		
Heat Ventilation and Air Conditioning		
Diesel Power Generating Units /Combined heat and power units		
Waste water treatment		
Water supply management		
Fire Protection systems		
CCTV and PA system		

5. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualification	Years of experience (general)	Years of experience in the comparable projects*

* Comparable projects imply execution of service and maintenance of eco- friendly, intelligent buildings for example, Hotels, Shopping Malls, Hospitals, Commercial Complexes, Airports, offshore platforms or any comparable project that involves maintenance of Building Management System (BMS) , Diesel Power Generators (Combined Heat and Power System) / Heating, Ventilation, and Air Conditioning (HVAC)/Water supply and Treatment, fire and security systems, etc. as detailed in clause 3.2.

6. Proposed sub-contracts and firms involved (if applicable)

Sections of the works	Value of Sub-Contract	Sub-Contractor (Name, address and contact number (s))	Experience in comparable projects.

7. Awards, Prizes, Citations received by the Firm/JV if any.

8. Client References

9. Additional information Bidder may like to submit.

Duly authorized to sign this authorization on behalf of: (insert complete name of bidder)

Dated on _____ day of _____ (insert date of signing)

Annexure - V

(To be executed on Company Letter Head by bidder and enclosed in Cover-1)

JOINT VENTURE (JV) PARTNER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below]. **(To be filled only if applicable)**

Date: insert date (as day, month and year) of Tender Submission].

Tender No.: [insert number of Tendering process]

Page of ___ pages

1.	Bidder's Legal Name: [insert <i>Bidder's legal name</i>]
2.	JV's Party Legal name: [<i>insert JV's Party legal name</i>]
3.	JV's Party Country of Registration: [<i>insert JV's Party country of registration and details of registration</i>]
4.	JV's Party Year of Registration: <i>Insert JV's Party year of registration</i>
5.	JV's Party Legal Address in Country/ of Registration: [<i>insert JV's Party legal address in country of registration</i>]
6.	JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address : [Insert email address of JV's Party authorized representative]
7.	Bank and Account details Name of Bank: Branch: IFSC/NEFT code: SWIFT Code:

Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document
- In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document
- PAN Number
- Sales Tax / VAT registration Number/ GST
- Service Tax Registration Number
- Any other documents required for statutory compliance

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Note: However, the Bidders to note that in the event of unacceptable deviations if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, specifications, delivery schedules and commercial terms as per the tender document.

Annexure - VI

UNDERTAKING IN REGARD TO TECHNICAL COMPETANCE

(TO BE TYPED ON COMPANY LETTERHEAD)

Dated: / /

To,
The Director
National Centre for Antarctic and Ocean Research (NCAOR),
Ministry of Earth Sciences (Government of India),
Headland-Sada, Vasco-da-Gama
GOA - 403804,
India

Subject: Technical Compliance for Onsite Operation, Non-Comprehensive Maintenance and Repairs for Bharati - Indian Research Station at Larsemann Hills, Antarctica

Dear Sir,

With reference to your Tender Number: NCAOR/LH(20)/2017 for the Onsite Operation, Non-Comprehensive Maintenance and Repairs for Bharati - Indian Research Station at Larsemann Hills, Antarctica, I/We have examined the document and understood the requirement. I/We have working experience on similar systems given at S. No. 1.1 to 1.16 of Annexure-VI(B). I/We am/are technically competent and shall be able to maintain, troubleshoot, and repair the systems independently without any external help, except for consultation.

Duly signed and stamped Annexures-VI(B) including technical details of systems is enclosed herewith.

Yours truly,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant/ Lead Firm)

(Along with Undertaking by the Bidder and to be enclosed in Cover-1)

Annexure – VI(B)

Technical Compliance Sheet

SR. NO	Scope of Work		Make	Detailed Scope of Maintenance
1.1	Air Conditioning Head Plant			
	1.1.1	AHU		
			AL-KO	Air Conveying Units
				Heat Exchangers
			KSB	Rotary type heat exchanger
			TROX	Electric heating for fans / dampers / grilles
			TROX, AL-KO	Air Filters
			Luftbefeuchtung ARNO KLOTZ	Air Humidifiers
				Air Distribution Components
			Esser,JCI	Smoke Exhaust Systems
			Esser	Heat recovery system
			JCI	Control Cabinet, Measuring and Control Equipment as well as Building Automation Systems
			Danfoss	Drives
			JCI (NCE)	Controller
			JCI	Software Programming
				Preventive Maintenance Check of sheet
				Any other related equipment
	1.1.2	VAV		
			Trox	VAV
			JCI	Software Programming
				Preventive Maintenance Check of sheet
				Any other related equipment
1.2	Sanitary			
	1.2.1	Drain Lines		
			GEBERIT	Pipelines and fittings
				Shut-off devices and backflow preventer
			Seepex	Pumps
			KSB	Sewage lifting systems
				Separators
				Inspection, cleaning and collecting shafts
			A-3	Waste Water Treatment
				Any other related equipment

	1.2.2		Drinking Water Supply	
			MMF/A3	Water treatment (reverse osmosis)
			Bewades	Tanks and UV disinfection
			VIEGA Sanpress	Pipelines
				Stop cocks, taps and drain valves
				Safety fittings
				Drinking water heating system (central supply)
				Diaphragm pressure vessel
			KSB, Air Mac	Pump
			MMF/A3	Water meter
			Jäger	Filter
			Any other related equipment	
	1.2.3		Furnishings and Fixtures	
				Washing installations, showers and bathrooms
			Hansgrohe	Taps and fittings
			Keramag	WCs and urinals
				Cisterns
				Flushing valve
			Any other related equipment	
	1.2.4		Gas Supply System	
			Dueperthal Sicherheitstechnik GmbH & Co. KG	Supply system for kitchen
			AST Medgastechnik	Medical Gas System
			FOGTEC	High-Pressure Fog System
			Any other related equipment	
	1.2.5		Sauna	
			B+S Finland	Sauna equipment
			Any other related equipment	
	1.2.6		Control Cabinet, Measuring & Control Equipment as well as BMS	
			JCI	Drives
			Any other related equipment	
	1.2.7		WWP	
			Siemens	Controller-Siemens S7-300
			Siemens	Software Programming
				Trouble shooting
				Trand Analysis
				Data History
				Preventive Maintenance
			hach lange	COD/BOD Measurement
			hach lange	Ammonia Measurement
			Any other related equipment	

1.3		Heating			
	1.3.1		Heat Generation and Fuel Supply		
			MAN and Kuntschar + Schluter	Combined heat and power unit (CHP)	
			EASYGEN Woodward + JCI	Process Control	
			JCI	Automatic Fuel Operation	
			Any other related equipment		
	1.3.2		Exhaust Gas System		
			Kuntschar + Schluter	Exhaust gas pipe	
			Kuntschar + Schluter	Exhaust gas heat exchangers	
			JCI	Instrumentation and control	
			Any other related equipment		
	1.3.3		Hot Water Preparation		
			JCI	Domestic Water heater Instrumentation and Controls	
			JCI	Seawater heater Instrumentation and Control	
			Any other related equipment		
	1.3.4		Pressure Maintenance System		
			Zilmet	Diaphragm pressure vessel	
			Any other related equipment		
	1.3.5		Piping system		
			Grundfoss	Pumps	
			Oventrop	Shut-off, balancing and control valves	
			Armaturen	Strainers	
				Pipelines	
			Any other related equipment		
	1.3.6		Heating Surfaces		
				Radiators (panel radiators, convactor heaters)	
			Any other related equipment		
1.4		Electrical Power / Telecommunication / Information Systems			
	1.4.1		Electrical Power Supply		
			ESA Elektroschaltanlagen	Main Low Voltage Distribution	
			Siemens S7-300	Controller	
				Compensating network	
			OBO Bettermann GmbH und Co. KG	Earthling	
			Any other related equipment		
	1.4.2		Emergency Power Supply		
			MASTERGUARD Series D	Uninterruptible power supply (UPS)	
			Power Safe	Battery and charger	
			Any other related equipment		

	1.4.3		Control Cabinets		
				Siemens	Control part
				ESA Elektroschaltanlagen	Power part
					Distribution cabinet
			Any other related equipment		
	1.4.4		Lighting Systems		
				TRILUX GmbH & Co. KG + Zumtobel	General lighting
				Inotec Sicherheitstechnik GmbH	Central and group battery systems - safety lighting system
					Emergency hand lamps
				Inotec Sicherheitstechnik GmbH	Rescue route marking (electrical)
			Any other related equipment		
	1.4.5		Communication systems		
				Toa	Speaker system
				Kimessa	Gas warning systems
				Honeywell	Video system
			Any other related equipment		
1.5	1.5.1	Building Automation			
			Control Panels		
				S & A	Control part
					Power part
			Any other related equipment		
	1.5.2		Field Equipment		
				JCI	Sensors (sensors, transmitters, transducers, monitors, limiters, etc.)
				JCI	Actuators
					Decentral bus compatible groups (MOD Bus, M Bus)
			Any other related equipment		
	1.5.3		Controls		
				JCI (NCE, FEC, IOM, Romutech and RDC's)	Controller, subcontroller and modules
			Any other related equipment		
	1.5.4		Substation		
				JCI	Substations (NCE; NIE)
			Any other related equipment		
	1.5.5		Data Transmission Equipment		
				JCI	Modems, multiplexer, bus systems, switch, etc.
			Any other related equipment		

	1.5.6		Alarm systems		
				JCI	Alarm panel
			Any other related equipment		
	1.5.7		Software and BMS		
				JCI	Access and authorization
				JCI	Data saving (user data)
				JCI	Central processing unit (computer/server/workstation)
				JCI	Operational equipment (printers, plotters, etc.)
				JCI	Screen display devices (screens, projectors, web pad, etc.)
				JCI	Storage devices (disk drives, streamer, CD burner, external memory, etc.)
			Graphics		
				JCI	M5 Work Station
				JCI	M-Graphics
				JCI	User Interface
			Any other related equipment		
1.6	1.6.1	Cooling	Split Units		
				Fujitsu	External unit
				Fujitsu	Internal units
			Any other related equipment		
	1.6.2		Emergency Cooling		
				Gunter	Cooling Unit
				JCI	Instrumentation and Control
			Any other related equipment		
	1.6.3		Cold Storage Units		
				Silensys	Cooling Unit
				ECP 200 Expert	Instrumentation and Control
			Any other related equipment		
	1.6.4		Electrical Equipment		
					Switch and control cabinets
					Safety devices
			Any other related equipment		
1.7		Weather Station			
	1.7.1		Weather Station		
				JCI	Controller
				THIES	Instrumentation
					Software Programming i.e CCT & SCT
					Trouble shooting
					Trend Analysis
					Data History
					Preventive Maintenance
			Any other related equipment		

1.8	Energy Reporting				
				Reporting Energy Consumption	
				Benchmarking Energy Requirement	
				Optimizing utility costs & Material Use	
Any other related equipment					
1.9	1.9.1	Fire	firefighting		
				Fogtec	HP- Cylinder Systems
				Fogtec	High Pressure Ball Valve
				Minimax Mobile Services GmbH & Co. KG	Portable fire extinguishers
	1.9.2	fire alarm system	Novar GmbH - a Honeywell company	Fire alarm panels	
			ESSER	IQ8Control M Fire Alarm Panel	
			ESSER	IQ8Control C Fire Alarm Panel	
			ESSER	IQ8Quad – O, TD, TM :- Detector	
			ESSER	Standard detector base for IQ8Quad	
			Novar GmbH - a Honeywell company	Manual call point (804905 - electronic module 704900 - housing 704910 - spare glass)	
			ESSER	Loop isolator for transponders	
			ESSER	Warning horn	
			Helukabel	Fire alarm cable :- JE-H(St)H	
			Trox	Fire damper	
			Wildeboer Bauteile	Fire protection valve	
Any other related equipment					
1.10	Sea Water Intake				
			Moxa Mgate	MOD Bus RTU Interface Automation	
			Wago 750	Physical interface RS 485	
			Grundfos	Submerged pumps	
Any other related equipment					
1.11	Fuel Farm and filling station			Control panels, filter system, Leak detectors, Valves, electric actuators, Level indication system, Overfill protection, Temperature transmitter, Man lid (600mm). Gauges, Dipstick, Pressure detectors, Pumps/motors, Flow meter, Hose reel (with motor), inclusive hose and nozzle.	

1.12		Summer Camp			Power supply system, Lake water intake, snow melting plant, sanitary units, Sewage treatment plant, Fire and smoke sensors, Heating elements, All types of electrical appliances and connections
1.13		Fuel Pipelines			Leak detectors, Valves, electric actuators, Temperature transmitter, Pressure detectors, Flow meter,
1.14		Reefer Container			Operation and Maintenance of +4 ⁰ and -20 ⁰ C reefer containers
1.15		Electrical Cabling & Laboratories			Arctic grade electric cables upto length of 1.5 km, transformers, switches, UPS, laboratories
1.16		Miscellaneous System			
					CO,CO ₂ & NO ₂ monitors

Annexure - VII**(To be filled in by the Bidder and to be enclosed in Cover-1)****SPECIMEN BID BOND FOR EARNEST MONEY (Bid Bond Format)**

To be enclosed with cover no 1 if submitted in this form

(The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.
To be executed on Rs.100/- non-judicial Stamp Paper).

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary : _____ [Name and Address of Client]**Date :** _____**TENDER GUARANTEE No.:** _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder) has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. NCAOR/LH(20)/2017. Furthermore, we understand that, according to your conditions, Tenders must be supported by a Bid Bond/ EMD.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligations(s) under the Tender conditions because the Bidder:

- (a) has withdrawn its tender during the period of tender validity specified by the Bidder in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Client during the period of Tender validity, (i) has failed or refused to execute the Form of Agreement, as required, or (ii) has failed or refused to furnish the performance guarantee in accordance with the Instructions to Bidders.

This guarantee will expire unless otherwise extended under terms of contract on being informed by the client of the following:

- (c) the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance guarantee issued to you upon the instruction of the Bidder; or
- (d) if the Bidder is not the successful Bidder, upon the earlier occurrence of
 - (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or
 - (ii) twenty-eight days after the expiration of the Bidder's Tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

7. FORMAT FOR PRICE BID (COVER-II)

Annexure- VIII

(To be filled in by the Bidder and to be enclosed in Cover-2)

PRICE BID FORMAT

The Quotes should be submitted in the following format:

- *Indian bidders should quote in Indian Rupees only*
- *For foreign bidders, Price Bid without mentioning the appropriate internationally tradable currency will be rejected*

Tender for Onsite operation, non-comprehensive maintenance, monitoring and repairs contract (OMRC) for Bharati-Indian Research Station at Larsemann Hills, Antarctica

Dated: / / 2017

To,

**The Director
National Centre for Antarctic and Ocean Research (NCAOR),
Ministry of Earth Sciences (Government of India),
Headland-Sada,
Vasco-da-Gama,
GOA - 403804,
India**

Subject: Tender for the work Onsite Operation, Non-Comprehensive Maintenance and Repairs for Bharati - Indian Research Station at Larsemann Hills, Antarctica

Dear Sir,

With reference to your tender number NCAOR/LH(20)/2017, I/We, having examined the document and understood its contents, hereby submit my/our lowest financial offer for the aforesaid project. The price bid is unconditional.

S. No	Description of work in brief	Quantity	Unit	Rate	Total Amount
				(Indicate Currency) <i>In Figure and Words</i>	(Indicate Currency) <i>In Figure and Words</i>
	(1)	(2)	(3)	(4)	(5) = (2) x (4)
A.	Onsite operation, non-comprehensive maintenance, monitoring, and repair contract (OMRC) of all life support systems of Bharati station Including summer camp, fuel farm, pipelines and all related equipments having direct or indirect bearing in smooth operation of the equipments/ infrastructure elaborated in Section - B (Background Information) and in Annexure-VI(B) but excluding satellite communication infrastructure and all kinds of vehicles available at Bharati Station in Antarctica.	25	Month		
B	Service Tax/ GST (as applicable in percentage to be quoted)				
C	Total (A + B) <i>In Figure and Words</i>				

The price quoted above is inclusive of all taxes and levies.

In witness thereof, I/We submit this financial offer above and in accordance with the terms and condition of the Tender document (NCAOR/LH(20)/2017).

Yours truly,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

Name and seal of the Applicant/ Lead Firm

8. FORMAT FOR AGREEMENT AND SECURITY DEPOSIT

Only the successful Bidder will be required to provide Performance Guarantee / Security deposit in the format (Annexure - IX) and will have to sign an agreement in accordance to Annexure - X

Annexure - IX**SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/
SECURITY DEPOSIT**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

In consideration of NCAOR [insert name of location] incorporated by the Act as amended by (hereinafter called "the Client" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include NCAOR of [insert name of location], its successors and assigns) having agreed to exempt _____ (Name of the Contractor/s) (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide _____'s (Name of the Department) letter No. _____ dated _____ made between the Contractors and the Client for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for INR/USD/EUROS _____ (INR/USD/EURO _____ only). We, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Client an amount not exceeding INR/USD/EURO _____ (INR/USD/EURO _____ only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Client by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank), _____ (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Client stating that the amount claimed is due by way or loss or damage caused to or which would be caused to or suffered by the Client by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Euros _____ (Euros _____ only).

3. We, _____ (Name of Bank and Branch) undertake to pay to the Client any money so demanded notwithstanding any dispute raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto; our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (Name of Bank and Branch) further agree with the Client that the guarantee herein contained shall remain in full force and effect during the period that would be

taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the client, namely _____ (Name of the user department) of the said contract that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this contract PROVIDED HOWEVER that the Bank shall at the request of the Client but at the cost of the Contractors, renew or extend the guarantee till such further period or periods as the Client may require from time to time.

5. We, _____ (Name of Bank and Branch) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractors or for any forbearance, act or omission on the part of the Client or any indulgence shown by the Client to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in **Goa, India** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Client in writing.

9. "Notwithstanding anything contained herein :

- a) Our liability under this Bank Guarantee shall not exceed Euros _____ (Euros _____ only);
- b) this Bank Guarantee shall be valid upto _____, and;
- c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee- 60 days after the expiry of the validity period i.e. 9 b))".

Dated _____ day of _____ 20____.

For (Name of Bank)

(Name)
Signature

Annexure -X

(To be executed on non-judicial Stamp Paper of prescribed value)

SPECIMEN CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated].

THIS CONTRACT AGREEMENT is made on this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*

BETWEEN

- (1) The National Centre for Antarctic and Ocean Research *[insert name of the location]*, an Autonomous Body of the Ministry of Earth Sciences of the Government of INDIA, established, under the Laws of India and having its principal place of business/work at Headland Sada, Vasco da Gama, Goa, India 403804 {hereinafter called "the Client"}; and
- (2) *[insert name of Contractor]*, incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert: address of Contractor]* (hereinafter called "the Contractor").

WHEREAS the Client invited Tenders against Tender No. NCAOR/LH(20)/2017 for execution of Onsite Operation, Non-Comprehensive Maintenance and Repairs of Bharati - Indian Research Station at Larsemann Hills, Antarctica viz., and has accepted a Tender by the Contractor in accordance with the supply / delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* [hereinafter called "the Contract Price"].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Client and the Contractor, and each shall be read and construed as an integral part of the Contract.]
 - (a) This Contract Agreement
 - (b) General Conditions of Contract
 - (c) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings).
 - (d) Notice Inviting Tender
 - (e) The Contractor's Bid and original Price and Delivery Schedules.
 - (f) The Client's Notification of Award
 - (g) *[Correspondence the Client had exchanged with the bidder till and after award of contract [specific letters and dates]*
 - (h) *and [Add here any other document(s)]*

AND WHEREAS CLIENT accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the Conditions of Contract. Now this CONTRACT AGREEMENT witness and it is hereby agreed and declared as follows:

3. In consideration of the payment agreed to be made to CONTRACTOR upon WORK being executed by him, CONTRACTOR hereby Covenants with CLIENT that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the CLIENT does hereby agree with CONTRACTOR that CLIENT will pay to Contractor the respective amounts for the work actually done by him and approved by CLIENT as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and in such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to CLIENT for the services rendered by CLIENT to Contractor as set forth in CONTRACT and such other sums as may become payable to CLIENT towards loss, damage to the CLIENT equipment, materials etc., and such payments shall be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the CLIENT

Signed: [insert signature]

In the capacity of [insert tile or other appropriate designation]

In the presence of [insert identification of official witness]

For and on behalf of the Contractor

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

In the capacity of [insert tile or other appropriate designation]

In the presence of [insert identification of official witness]