

**National Centre for Polar & Ocean Research**  
**(An Autonomous Society under the Ministry of Earth Sciences)**  
Headland Sada, Vasco-da-Gama, Goa-403804



**Tender Document**

**Tender No. : NCPOR/EST/CE/03/22-23**

**Name of the work : Construction of Fencing around Director's Bungalow at NCPOR,  
Goa.**

**Due Date : 17.01.2023 / 11 Hrs.**

**INSTRUCTIONS TO THE BIDDERS**

1. The Director, NCPOR, Goa invites sealed tenders in one cover system, for the work of **-Construction of Fencing around Director's Bungalow at NCPOR**, from the Contractors of Government/PSU/Reputed Organizations. The Eligibility Criteria is as below,

Eligibility Criteria : The bidder should have,

- (a) Executed at least one ÷single civil workø of Rs.16 lakhs or above OR two ÷single civil worksø of Rs.12 lakhs or above OR three ÷single civil worksø of Rs.10 lakhs or above of any Govt/PSU/reputed organization, company during last seven years ending December 2022. [÷single civil workø means either single turnkey civil work OR ÷civil AMC work done during one yearø period similar to this tendered workø AMC means Comprehensive Annual Maintenance Contract with material & labour]. Civil work means Civil Construction work, Painting Work etc. related to this tendered work.
- (b) GST Registration
- (c) PAN/TAN number

- *The bidder should fulfill all above eligibility criteria to become eligible for participating in this tender.*
- *Self attested copies of all above documents should be enclosed. The original documents should be presented for verification as & when asked.*

2. Time period for completion of work is 45days from the date of work order.
3. Any/firm/company which is black listed from any organization &/or facing/have faced any legal/criminal action/case are not eligible for this tender & should not apply.
4. The Earnest Money Deposit (EMD)/Bid Security : It is **Rs. 60,000/--** (Rs. Sixty Thousand only) in the form of a Demand Draft from any schedule bank, drawn in favour of **Director, NCPOR, payable at Vasco-Da-Gama, Goa.**

***Pl. Note : Bidders need not to enclose EMD along with the bid document however, bidders should submit undertaking in the format provided at Annexure – IX. Only the successful bidder has to submit the EMD amount as detailed above within one week from the date of receipt of work order. EMD of the successful bidder will be converted into Security Deposit.***

5. Entire tender document (Signed and Stamped on all pages) should be submitted in a Single Sealed cover (Single BID System), super scribed with Tender number, name of the work, date and time of opening. Tenders will be received up to **11.00 am on 17.01.2023** and will be opened at **11.30 am on the same day**. Tenders should be dropped in the tender box kept in the Estate section before the closing date and time indicated. If the tender opening day happens to be a holiday then tenders will be opened on the next working day on the same time. In case of submission of tender by post/courier, NCPOR is not responsible for any postal/transit delay. Late tenders will be rejected outright.
6. Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. The extension of validity beyond 90 days from the date of opening shall be by mutual consent.
7. It is mandatory to quote all items of the price bid. If all items are not quoted then tender will be considered as incomplete & will be rejected outright.

8. NCPOR does not bind to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform as per at the rates quoted.
9. Re-writing, over-writing, use of correction fluid (whitener) is not allowed in the tender. The price bid should neatly handwritten/typed/printed & submitted in original with signature & stamp on all pages. Tender will be rejected if scanned copy or xerox copy is submitted.
10. The Tenderer shall quote rates both in figures and words against each item in English language only. Correction, cutting, omission, should be avoided. However even if any correction is made, it should be endorsed with signature. Use of correction fluid is not allowed & should be strictly avoided. On checking if there are differences noticed between the rates quoted by the tenderer in words and figures or in the amount worked out by him, the following procedure will be followed: (a).If there is a difference between the amount of, rate in figure and in words of an item, and the total amount is worked out, then the rate which corresponds to the amount worked by the bidder shall be taken as correct. (b) If the bidder has not worked out the amount of an item, or the same does not correspond with the rates written either in figures or in words, then the rate quoted by him in words shall be taken as correct. (c) If the rate quoted by the bidder in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.
11. Before submission of tender, interested bidders should inspect the site to acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants etc. required for the satisfactory execution of the work. Accordingly bidders should submit duly signed & stamped Tender Submission Letter (Annexure 6 VIII) on their Firm's/Company's Letter Head. No claim whatsoever on such account shall be entertained later by NCPOR under any circumstances.
12. Tenders with conditional prices / discounts will be rejected.
13. Successful bidder should commence the work within one week from the date of work order, failure of which the earnest money will be forfeited.
14. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the Price Schedule of tender.
15. Defects Liability Period (DLP) : The DLP for the entire work is twelve months from the date of completion of the entire work as certified by the Estate Incharge. If any defect is found in the work during DLP, the Contractor has to rectify the same immediately at his own cost.
16. Security Deposit (SD): EMD of the successful bidder will be converted into SD. It is an interest free deposit which will be released only after successful completion of the Defect Liability Period.
17. Time is an essence of the contract. The job must be completed within the stipulated time period, otherwise the contract is liable for penalty &/or termination as stipulated in the penalty clause.
18. A tender is liable for disqualification, if bidder is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning execution of the works, litigation history &/ or financial failures and or suppression of material facts and information .
19. Director, NCPOR reserves the right to accept or reject any or all bids in full or part, or the right to not to accept lowest offer without assigning any reasons thereof, whatsoever. In case of any dispute, decision of Director, NCPOR shall be final and legally binding on the bidders.

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## STANDARD TERMS AND CONDITIONS OF THE CONTRACT

### 1. INTERPRETATION:

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

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

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

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

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

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

### 2. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- a. The Contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract, be supplied by the Employer), Plants, tools, appliances, implements, ladders, scaffolding, temporary works etc. requisite for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The Contractor shall also supply without any extra cost the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract and /or from his Security Deposit.
- b. The Contractor should personally supervise each work till completion or may appoint a qualified Supervisor, pre-approved by the Engineer till the completion of work. No separate supervision charges will be paid.
- c. NCPOR shall provide requisite quantity of water, electricity for carrying out the work free of cost, subject to availability in the NCPOR campus.
- d. The Employer on no account shall be responsible for the expenses incurred by the Contractor for anything hired, which the Contractor needs to complete the ordered work.

### 3. DUTIES & TAXES

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

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

#### **4. MODE OF PAYMENT**

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

#### **5. TESTING OF MATERIALS**

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

6. **SAFETY & SECURITY** : The Contractor should take utmost care while executing any such work performing at height & make proper adequate safety measures for his workers. Safety & Security of the Contractor's manpower shall be sole responsibility of the Contractor. In case of any accident occurs due to any reasons during the work, NCPOR will not be responsible in any way for it. No extra compensation shall be made to the Contractor and No claim what so ever nature will be given or paid on this account and Contractor is fully responsible for such eventualities and he should indemnify NCPOR from such happening.  
The Contractor shall provide all safety gadgets to his workers like Full Body Harness, Helmets, Shock resistant Hand Gloves, Safety shoes, Goggles, Masks etc.

#### **7. CONTRACTOR'S ENGINEERS/FOREMAN & WORKMEN**

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

#### **7. ACCESS**

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

#### **8. VALUATION & PRICE FOR VARIATION**

The Engineer with the approval of the Employer shall have power to make any alterations/omissions/additions and /or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered , additional , or substituted work which the Contractor may be directed to do, in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on

which he agreed to do the main work. The rates for such altered additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

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

#### **9. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION**

- a. The Engineer shall have powers to require the removal from the site of all materials and work, which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the Contractor.
- b. If it shall appear to the Engineer or to the Estate In-charge that any work has been executed with unsound imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract any defects, shrinkage or other faults which may appear within the defects liability period of Six months from the date of completion arising in the opinion of the Engineer, the Contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be removed the materials or articles so specified and provide other proper and Suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the Contractor.
- c. In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- d. Provided always that nothing in this clause shall relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

#### **10. WORKS TO BE OPEN FOR INSPECTION**

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

#### **11. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES**

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

responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

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

## **12. IN CASE OF DEATH OF CONTRACTOR**

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

## **13. COMPLIANCE TO LABOUR LAWS**

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

## **14. EXTENSION OF TIME**

- a. If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the employer within seven days of the date of hindrance on account of which he desires extension as aforesaid and the Employer shall if in his opinion (which shall be final) reasonable grounds shown therefore authorize such extension of time if any which may in his opinion be necessary or proper.
- b. In the event the value of work exceeds the value of the Bill of Quantities owing to variations the Contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

## **15. VALIDITY OF THE OFFERS:** The offers will have to be kept valid for a period of 90 days

from the date of opening of bids. In case of finalization of the tender is likely to be delayed, the tenderer will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard.

- 16. STATUTORY VARIATION:** Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to the Employers account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the Employer.
- 17. REPEAT ORDERS:** NCPOR reserves the right to issue repeat orders / additional orders to the Contractor up to 25% of the total value of the original Work Order at the same rate, terms and conditions up to One Year from the date of completion of the Original Work.
- 18. PENALTY & TERMINATION OF CONTRACT:** Time is the essence of the contract. If the Contractor fails to maintain the required rate of progress or fails to complete the work and clear the site on or before the completion date or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or as the Employer may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed day / week (as applicable ) that the progress remains below or that the work remains incomplete.

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

- i. If the Contractor fails to rectify/replace the defects in spite of written notice by Engineer.
- ii. If the Contractor suspends the progress of work so that in the opinion of the Engineer he will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.
- iii. If the Contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy if even after written notice.

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

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

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

- 19. POST TENDER CORRESPONDENCE / ENQUIRIES:** Any correspondence or enquiry subsequent to opening of the bids is not desirable, if the same is indulged into, it will be

- considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of NCPOR, as otherwise the same would also amount to disqualification of the tender. However, bidder can ask their queries in writing regarding bidding conditions, bidding process prior to the bid opening and/ or rejection of its bid, reason for rejecting a tender after opening of bids.
- 20. CLARIFICATIONS FROM BIDDERS:** To assist the process of examination, evaluation and comparison of bids, the Employer may ask all the bidders or any bidder individually for clarification, if any, of their bids, including breakdown of unit rates and price. The request for clarification and the response should be in writing, but no change in the price or substance of the bid will be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered by the Employer in the course of scrutiny.
  - 21. GUARANTEE:** If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within one year from the date of commissioning of items/equipments whichever. The Contractor will be responsible for the proper performance of the equipments / materials for the respective guarantee period.
  - 22. SETTLEMENT OF DISPUTES/ARBITRATION:** The decision of the Director, NCPOR shall be final and binding for any dispute whatsoever. All questions, disputes or differences whatsoever which may at any time arise between the parties to this tender contract touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Director of NCPOR and the decision of the said Arbitrator shall be final and binding upon the parties.
  - 23. RIGHT TO CANCEL TENDER/WORK ORDER/CONTRACT :** In case of strike, accident or any other unforeseen conditions causing stoppage of work, NCPOR reserves the right to cancel and/ or modify the tender / work order without any liability for any compensation and / claim or any description.
  - 24. FORCE MAJEURE :** If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as 'eventuality'), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an 'eventuality' be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such 'eventuality' has come to an end or ceased to exist. In case of any dispute, the decision of Director, NCPOR, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Employer may deem fit except such material, as the Contractor may, with the concurrence of the Employer, elect to retain.
  - 25. JURISDICTION:** All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Goa.

I/ We have read all the Terms and Conditions above carefully and agreed to it.

**Name, Signature of the Tenderer with seal:**

**GENERAL TERMS AND CONDITIONS**

1. All materials used shall be as per specifications and ISI marked where ever applicable. ISI marking referred to latest BIS code as published by Bureau of Indian Standards.
2. All measurements shall be at actual and as per site condition. No allowances shall be permitted for rough cast surfaces or for any aesthetical paintings, design bands, etc. Joint measurement shall be recorded with the Engineer.
3. The safe custody and upkeep of various items/equipments/tools & plants of various categories of works brought to site is the sole responsibility of the Contractor and he shall employ sufficient supervisory personnel to ensure the safety of these items.
4. While executing/ assembly of the work the Contractor shall ensure that existing cables/pipe lines/structures/fittings are not damaged and if due to his negligence, these are damaged, the same shall be set right with no extra cost to the employer.
5. The Contractor shall co-ordinate his work with other agencies employed by the employer and ensure that the works of other agencies are not hampered in any way during the duration of the contract.
6. After the work is completed, the Contractor shall clean all the external surroundings, premise etc. to the satisfaction of the Engineer In-charge.
7. Materials shall be brought as supplied by the manufacturer and got approved before being used on the work after inspected and approved by engineer.
8. The tenderer may visit the site and study the work involved vis-à-vis the quantity and specification before submission of bid. If any discrepancy is observed the same should be brought to the notice of the engineer.
9. Contractor shall provide all necessary tools and plants and safety devices etc. to the workmen as required.
10. The Contractor shall submit, at the expense of the Contractor, to the Engineer the material samples and relevant information, for pre-construction review and approval.
12. The Engineer shall make any variation of the form as specified below, be necessary and for that purpose, he shall have the authority to instruct the Contractor to do after taking necessary approval of the Employer and the Contractor shall do any of the following:
  - (a) Increase or decrease the quantity of any work included in the Contract,
  - (b) Omit any such work,
  - (c) Change the character or quality or kind of any such work,
  - (d) Change the levels, lines, position and dimensions of any part of the Works,
  - (e) Execute additional work of any kind necessary for the completion of the Works, or
  - (f) Change any specified sequence or timing of construction of any part of the Works.
13. **Corona Pandemic Precautions** : It is very important that Contractor should ensure that workers, labours deployed by him should not be sick & suffering from any illness. All your workers must use face masks, maintain social distancing, use sanitizer/wash hands & strictly follow guidelines of MoHFW, Govt. of India for COVID pandemic situation.

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**PARTICULARS OF THE TENDERER**

Name of the Contractor : \_\_\_\_\_

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

Telephone No. (Office) : \_\_\_\_\_

Telephone No. (Residence) : \_\_\_\_\_

E-mail ID\* / website : \_\_\_\_\_

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

Office Address : \_\_\_\_\_

: \_\_\_\_\_

Residential Address : \_\_\_\_\_

: \_\_\_\_\_

Mobile No : \_\_\_\_\_

\*PAN /TAN No. of the Firm : \_\_\_\_\_

\*GST Regn. No. : \_\_\_\_\_

\*Shop Act/Trade Licence No. : \_\_\_\_\_

\*Contractor Registration No: \_\_\_\_\_

(with other Govt. organizations, if any)

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

(\*pl. enclose true copies)

**Name, Signature of the Tenderer with seal:**

**WORK COMPLETION PROFORMA**

Pl. provide work details. Bidder should have executed at least one -single civil workø of Rs.16 lakhs or above OR two -single civil worksø of Rs.12 lakhs or above OR three -single civil worksø of Rs.10 lakhs or above of any Govt/PSU/reputed organization, company during last seven years ending December 2022.

\* Work Orders & Work Completion Certificates should be enclosed.

Sr.	Name of work	Name of the Client and Location of site	Value of work	Date of completion of work	Name of the Contact Person and contact numbers

**\*Pl. note, Work Order & it's Work Order Completion Certificate together will be considered as a work.**

**Signature of the Tenderer with seal**

### SCOPE OF THE WORK

A permanent fencing with good aesthetics is to be constructed around the Director's bungalow in NCPOR campus. The fence has been designed with a concrete foundation and fabricated Mild steel (M.S) structure as per the tender drawing. The detailed scope of work is as below:

1. Foundation work:
  - Excavation work for the Main pole foundation of a depth of size 30cmx30cmx50cm using the necessary tools and equipments.
  - Compaction of the surface.
  - Rubble soling with hard laterite stone upto 100mm thick for main pole foundation including watering ramming and consolidating, etc.
  - Laying plain cement concrete (P.C.C) (1:3:6) for the main pole foundation of specified grade up to 100mm thick including ramming and the cost of centering and shuttering.
2. R.C.C:
  - Reinforcement for the main pole foundation is to be done as per the drawings provided by the Engineer in charge.
  - Laying of M30 grade concrete for columns main pole foundation with proper cover, compaction, etc.
3. Fabricated roofing structure:
  - The main pole of size 100x100x5mm is to be embedded in the foundation upto 30cm below ground level welded with a 10mm thick base plate of size 20cmx20cm.
  - The connecting fence is to be made of MS tube of size 40mmx40mmx3mm having a curved design.
  - The MS tube of 40mmx40mm is to be connected with a flat plate of size 75mmX5mm thick on both sides as per the drawing.
  - Providing and Fabrication of MS conical top section of size 100mmx100mm welded on top of tubular section as per approved drawing and Specification submitted by Engineer in charge. Including all labor, materials, tools, equipment, etc., complete.
  - Providing and Fabrication of MS conical top section of size 40mmx40mm welded on top of tubular section as per approved drawing and Specification submitted by Engineer in charge. Including all labor, materials, tools, equipment, etc., complete.
4. Painting:
  - Preparing and painting the structural steel members by scrapping and removing rust, applying one coat of primer and two coats of good quality Epoxy Colour paint of approved make, color, and shade to give an even finish, all as directed at the site including all labor, materials, brushes, tools, equipment, etc., complete.

List of recommended makes and IS standards to be followed :

- I. List of recommended makes :
  - Epoxy Paint: Asian paints-Apcolite Advance 2-pack Epoxy finish ó Equivalent product as above.
  - Cement: ACC / Ultratech / Ambuja cement (OPC 43 grade cement) / any other equivalent product.
  - Sand: Best available local material fulfilling IS Specifications.
  - Coarse aggregate: best available local material fulfilling IS Specification.
  - Fine aggregate: best available local material fulfilling IS Specification.
  - Laterite Rubble: best available local material fulfilling IS Specification
  - M.S Tube: Jindal / Tata / Apollo / any other equivalent product.

II. IS standards :

The following IS standards are to be followed while executing the project:

- IS 3764: Code of safety for excavation work.
  - IS: 456: Plain and reinforced concrete.
  - IS: 1161: Steel tube for structural purposes.
  - IS: 5411(part 1 & part 2): Paint, Plastic Emulsion.
  - IS: 383: coarse and Fine aggregate for concrete.
  - IS: 1239: steel tubes, tubular and other wrought steel fittings.
  - IS: 816: metal arc welding for general construction in mild steel.
-

**SCHEDULE OF RATES (PRICE BID)**

*(Only RATE in words and figures. Amount in figures)*

SR.	DESCRIPTION	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)
1	Earthwork in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in- Charge.	cum	3.2		
<i>Only rate(E) in words</i>					
2	Rubble soling with hard laterite stone under floors including watering ramming and consolidating etc in foundation complete.	sqm	7.0		
<i>Only rate(E) in words</i>					
3	Providing and laying in plain cement concrete(1:3:6) of specified grade up to 100mm thick including ramming and the cost of centering and shuttering.	cum	0.7		
<i>Only rate(E) in words</i>					
4	Providing & Laying cement concrete of M30 with a design mix of cement content of 360 kg/m <sup>3</sup> (OPC-43), water of 144kg/m <sup>3</sup> , graded granitic or basaltic stone aggregate 20mm downward nominal size 661kg/m <sup>3</sup> & 10mm stone aggregate of 479kg/m <sup>3</sup> , coarse sand of 807kg/m <sup>3</sup> , Admixture of 2.95kg/m <sup>3</sup> including the cost of reinforcement(as mentioned in drawings), centering, shuttering & levels including waterproofing compound in the proportion recommended by the manufactures per bag of 50 kg of cement used in mix & as Approved by the Engineer-In-Charge.	cum	2.5		
<i>Only rate(E) in words</i>					
5	Providing and fabrication of Mild Steel sections welded in built up sections/ framed work- cutting, hoisting, fixing in position as per approved drawing and Specification submitted by Engineer incharge. Including all labor, materials, tools, equipment, etc., complete.	kg	7162.7		
<i>Only rate(E) in words</i>					

6	Providing and Fabrication of MS conical top section of size 100mmx100mm welded on top of tubular section as per approved drawing and Specification submitted by Engineer incharge. Including all labor, materials, tools, equipment, etc., complete.	nos	50.0		
<i>Only rate(E) in words</i>					
7	Providing and Fabrication of MS conical top section of size 40mmx40mm welded on top of tubular section as per approved drawing and Specification submitted by Engineer incharge. Including all labor, materials, tools, equipment, etc., complete.	nos	950.0		
<i>Only rate(E) in words</i>					
8	Preparing and painting the structural steel members by scrapping and removing rust, applying one coat of primer and two coats of good quality Epoxy Colour paint of approved make, color, and shade to give an even finish, all as directed at the site including all labor, materials, brushes, tools, equipment, etc., complete.	sqm	616.3		
<i>Only rate(E) in words</i>					
<b>Sub Total:</b>					
<b>GST %..... :</b>					
<b>Grand Total :</b>					

Grand Total: Rs. \_\_\_\_\_

Grand Total in words: Rs. \_\_\_\_\_

**Pl. note :**

- Re-writing, use of whitener is not allowed. The price bid should neatly handwritten/typed/printed & submitted in original with signature & stamp on all pages. Tender will be rejected if scanned copy or xerox copy is submitted.
- If items have different GST rates then additional rows may be added to indicate GST separately.
- Discount offered if any, should be included in the quoted rates & should not be shown separately. Any offer with conditional discount will be rejected.
- Bidder should quote all items of the price bid. Tender will be rejected if all items are not quoted.
- Price Evaluation Criteria - The Lowest Evaluated Bidder (L1) would be arrived from the Grand Total above.

**DECLARATION**

- 1) I/We have read and understood all details of the tender document & agree & accept all Terms & Conditions of the Tender. There is no deviation in any part of the tender from my/our side. (In case of any deviation the Bidder must attach a separate sheet clearly stating the clause no. of the Tender and deviation thereto)

- 2) The undersigned is an authorized signatory and authorized to submit this bid and also certifies that the information provided by me/us in this bid is true and correct.
- 3) If the work is awarded, I/we assure that the entire work will be completed satisfactorily within the stipulated time as per the tender terms & conditions.
- 4) I/We agree to accept payment through Public Financial Management System (PFMS).

Name:

Signature of Authorised Signatory:

Date:

Place:

Seal:

*\*all pages of the price bid should be signed & stamped.*

**TENDER SUBMISSION LETTER / OFFER FORWARDING LETTER****(To be submitted on the Bidder's Letter Head)**

Offer Reference No:í í í í í í í í .

Date:í í í í í

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

Dear Sir,

Sub : Submission of Offer against your Tender No:í í í í í í í í í í

I/We hereby offer to carry out the work detailed in your above Tender described as '**Construction of Fencing around Director's Bungalow at NCPOR**' in accordance with the terms and conditions thereof.

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

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

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

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

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

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

I/We, hereby certify that all the documents submitted by us in support of possession of 'Qualifying Requirements' are copies of the original and are fully compliant required for qualifying / applying the bid and shall produce the original of same as and when required by NCPOR.

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

NCPOR shall be at liberty to initiate other appropriate actions as per the terms of the Tender / Contract.

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

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

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

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

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

Yours faithfully,

**(Signature, date & seal of the Tenderer)**

**DECLARATION IN LIEU OF EMD/BID SECURITY****(To be submitted on the Bidder's Letter Head)**

I/We \_\_\_\_\_ .(Name and Address of the Bidder) am/are submitting this declaration in lieu of EMD/Bid Security for the Tender \_\_\_\_\_ (Name of the Tender), (Tender No \_\_\_\_\_) and thereby fully accepting that I/We will be suspended and/or black listed and/or shall not be eligible to participate in any Tenders in future invited by National Centre for Polar and Ocean Research (NCPOR), under the following circumstances:-

- a) If after opening of the Tender, I/We withdraw or modify my/our Tender bid during the period of bid validity as specified in the Tender Documents (including extended validity, if any)
- b) If do not accept any Tender Terms & Condition of the Tender Document.
- c) If after the award of work, I/We fail to furnish the required Earnest Money Deposit (EMD) or Bid Security as detailed in the Tender Document within the stipulated time.
- d) If I/We do not provide any information, documents as asked by you for the bid evaluation or contract finalization or contract execution purpose.
- e) If I/We fail to sign the Contract, within the stipulated time as mentioned in the Tender Document/Work Order
- f) If I/We fail or refuse to execute the contract as per the Terms & Conditions of the Tender Document.

*Name & Signature of the Tenderer/Authorized Signatory with seal :*

**INSTRUCTIONS TO THE TENDERERS**

Tenderers are advised to submit tender strictly as per conditions stipulated in the tender document. Please enclose the following with the tender & submit all in a **Single Sealed Cover**.

**Cover (Sealed):**

1. Tender Submission Letter (Annex ó VIII) from the Tenderer on his firm's letterhead.
2. Documents of Eligibility Criteria as mentioned in Annexure ó I
3. Declaration in lieu of EMD/Bid Security (Annexure ó IX)
4. Particulars of the Tenderer with the documents mentioned to enclose therein (Annexure - IV)
5. Work Completion Proforma (Annexure ó V) along with self attested copies of Work Orders & Work Completion Certificates.
6. Price Bid (Annexure ó VII, with signature & stamp on all pages)

All above document should be submitted in one sealed envelope (SINGLE BID SYSTEM) superscribing **Name of the Tender, Tender Number, date and time of tender opening** and address to **Director, National Centre for Polar & Ocean Research, Headland Sada, Vasco-Da-Gama, Goa**. Tender duly completed in all respect should be dropped in the tender box kept in the office of Estate section well before the due date & time.

**Tender Opening** : Tender will be opened on the scheduled date & time. An authorized representative of the bidding firm/company can only attend the bid opening (only one person is allowed). Owner/Proprietor/Director of the bidding firm should provide his/her visiting card, copy of photo ID proof. Bidder's representative should submit authorization letter, copy of photo ID to the Tender Opening Committee. Persons attending bid opening must use face masks, maintain social distancing, use sanitizer/wash hands & strictly follow guidelines of MoHFW, Govt. of India for COVID pandemic situation.

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**Estate In-Charge**