राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केंद्र|

(पृथ्वी विज्ञान मंत्रालय) भारत सरकार |

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH
(Ministry of Earth Sciences, Govt. of India)
Headland Sada, Vasco-da-Gama, Goa - 403 804, INDIA.
Website: www.ncpor.res.in Email: procurement@ncpor.res.in

TENDER NO.: NCPOR/PS/AES-12092/GT-32

TENDER DOCUMENT FOR
SUPPLY OF THERMAL OUTER LAYER – ONE PIECE

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(Ministry of Earth Sciences, Govt. Of India)
Headland Sada, Vasco-da-Gama GOA 403 804, INDIA
Tel: 91- (0) 832 2525576, 91- (0) 832 2525573
e-mail: procurement@ncpor.res.in Website: www.ncpor.res.in

NOTICE INVITING GLOBAL TENDER (NIT)

The Director, National Centre for Polar and Ocean Research (NCPOR) invites sealed tenders under a Two-Bid System {comprising separate Technical (Part I) and Financial (Part II) bids submitted simultaneously} from eligible Manufacturers or authorized Dealers/ Distributors of OEM for the following:

Sl. No.	Tender No.	Item Description	Qty.	EMD	
				IN RS.	US $
1	NCPOR/PS/AES-12092/ GT-32	Supply of Thermal Outer Layer – One Piece	85 Nos	1,76,000.00	2000.00

Bid Submission End date : 15-04-2026 / 17.00 hrs

Bid Opening Date : 16-04-2026 / 12.00 hrs

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

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

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

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

Sd/-

For & on behalf of Director, NCPOR

TENDER SUMMARY

1	GLOBAL TENDER NO.	NCPOR/PS/AES-12092/ GT-32	
2	Item Description	Supply of Thermal Outer Layer – One Piece	
3	Items Quantity	Quantity: 85 Nos.	
4	EMD/ Bid Security	a) Foreign Bidders shall submit EMD along with their tender for a sum of US $ 2000.00 (US $ Two Thousand only) b) Indian bidders shall submit EMD along with their tender for a sum of INR. 1,76,000.00/- (Rupees One Lakhs Seventy-Six Thousand only) Or As stipulated below at Point No. 8, Pg. 5.	
5	**Important Dates**	**Date (DD-MM-YYYY)**	**Time IST (Hrs. Mins)**
	Tender Publishing date	**12-03-2026**	**16.00**
	Document download start date	**12-03-2026**	**16.00**
	Document download end date	**15-04-2026**	**17.00**
	Seek Clarification end date	**08-04-2026**	**17.00**
	Bid Submission start date	**12-03-2026**	**16.00**
	Bid Submission end date	**15-04-2026**	**17.00**
	Bid opening date	**16-04-2026**	**12.00**

6. Notice Inviting Tender (NIT)

The DIRECTOR, NCPOR invites from well-established/reputed manufacturers /authorized and bonafide vendors under the provision of various policy initiatives and notifications issued by various Ministries/Departments of Govt. of India for "**SUPPLY OF THERMAL OUTER LAYER – ONE PIECE**" as per the specifications given in the tender document.

Any statement/guideline/direction related to online submission in the bid document, if any, may please be ignored.

7. The Tender Document

7.1 Availability of the Tender Document

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

7.2 Clarifications

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

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

Technical bid should contain EMD.

A) Foreign Bidders shall submit EMD along with their bid document in the form of a Bank Guarantee for a sum of US $ 2000.00 (US $ Two Thousand only) from any reputed bank (any scheduled bank in India or foreign bank having operational branches in India) initially valid for 180 days from the date of closing of the tender as per the proforma enclosed. **This bank Guarantee in original should be submitted along with the technical bid only.**

B) For Indian bidders EMD is INR 1,76,000.00/- (Rupees One Lakhs Seventy Six Thousand only) Indian Bidders shall submit EMD either by DD drawn in favour of Director, NCPOR, of any scheduled bank, payable at Vasco-da-Gama, Goa OR in the form of a Bank Guarantee from any scheduled bank initially valid for 180 days from the date of closing of the tender as per the proforma enclosed. **This bank Guarantee in original should be submitted along with the technical bid only.**

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

FDR to be issued in the name of Director, NCPOR and stamped & signed on both sides by reputed bank (any scheduled bank in India or foreign bank having operational branches in India) with a letter of assurance from the bank stating right of NCPOR to encash it in case of default.

Bank Details for Online transfer are as below:
Name of the Beneficiary: NCPOR
Name & Address: State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama Goa – 403 802, India
Bank Account Number: 10153336180
Bank Account Type: Saving Account
Bank Branch Code: 04116
IFS Code: SBIN0004116
MICR No: 403002047, SWIFT CODE: SBININBB229
PAN No: AACFN4991P, TAN No: BLRN01981A

EMD MUST BE RECEIVED IN FULL. Any bank charges incurred for the submission of EMD shall be borne by the bidder.

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

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

Bids received without EMD will be rejected outright.

8. Submission of Bids:

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

I) Technical bid should contain all details and specifications of the equipment/item offered, delivery schedule, warranty, payment term, user-list, service support.

In the TECHNICAL BID, the Bidder should furnish the Name and address of the Purchasers who had placed orders for the similar equipment/item with you with order no, date, description and quantity, date of Supply along with the Contact Person's telephone no, e mail etc.

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

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

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

The Technical and Financial bids should be submitted in two separate sealed covers, super scribing "Part-I, Technical Bid for **Supply of Thermal Outer Layer - One Piece**", Tender No., due date, Name & address of the bidder and then the cover is properly sealed.

And "Part-II, Financial bid for "**Supply of Thermal Outer Layer - One Piece**", Tender No. due date, Name & address of the bidder.

Both sealed covers (Technical and Financial) should then be placed in **ONE SINGLE** sealed outer envelope, clearly supper scribing "**Supply of Thermal Outer Layer - One Piece**", name & address of the bidder and addressed to the Director, National Centre for Polar and Ocean Research, Headland Sada, Vasco-da-Gama, Goa-403804, India.

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

Offer sent through fax/email will be rejected outright.

III) Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed; only the signed bid should be submitted.

Incomplete and unsigned bids will not be considered at all.

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

V) Manufacturer/tenderer to provide reference/client details to which the firm has supplied similar items over the last five years.

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

9. Bid Opening

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

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

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

10. Bank Charges & Foreign Exchange Variation (Applicable for Online Remittance only)

In cases where Earnest Money Deposit (EMD) and/or Performance Security is submitted through online transfer/electronic remittance by Foreign bidders:

(a) All bank charges, including charges levied by banks in India and/or abroad, towards remittance as well as refund/release of EMD and/or Performance Security, shall be borne by the bidder/contractor.

(b) NCPOR shall refund/release only the actual amount credited to its account. Any loss arising on account of foreign exchange variation and/or bank charges shall be to the account of the bidder/contractor.

11. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

(a) reject any or all of the Bids, or
(b) cancel the tender process; or
(c) abandon the procurement of the Goods; or
(d) issue another tender for identical or similar Goods.

Section I: Instructions to Bidders (ITB)

1. The Tender Document

1.1 Basic Tender Details

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

2. Procuring Entity - Rights and Disclaimers

2.1 The Procuring Entity or Purchaser:

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

2.2 Right to Intellectual Property and confidentiality:

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

2.3 Right to Reject any or all Bids

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

2.4 Disclaimer

2.4.1 Regarding Purpose of the Tender Document

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

2.4.2 Regarding Documents/ guidelines

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

2.4.3 Regarding Information Provided

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

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2.4.4 Regarding Tender Document:

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, or any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders - Eligibility and Preferential Policies

3.1 Bidders

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

4. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). The Bidder,

1) must:

(a) be a legal entity, be a natural person, private entity, or public entity (State-owned enterprise or institution, a manufacturer or a dealer authorised by the Principal/OEM.

(b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
(including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)

(i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the national Centre for Polar & Ocean Research or its Ministry/ Department from participation in its Tender Processes; and/ or

(ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or

offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or

suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

(iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

(iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity) of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

of the near relations of executives of Procuring Entity involved in this Tender Process

(c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

2) Must fulfil any other additional eligibility condition, if any, as may be prescribed, elsewhere in Tender Document.
3) Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

4.1 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India[1], excluding countries as listed on the website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered[3] with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.

2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.

3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

4) "Bidder from such Restricted Countries" means: -

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

5) The beneficial owner shall mean:

    (a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

    Explanation-

    (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.

(ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

(b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.

(c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

4.2 Conflict of Interest.

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc)of this Tender process; or

7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such

relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

4.3 Regulation of Indian Agents/Associates of Foreign Principals

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.

3) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).

4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

5. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).To get preferential treatment against fully imported offers, domestic bidders (manufacturers or suppliers) must comply with Order Nos.P-45021/112/2020-PP (BE-II)(E-43780) dated 24.08.2020, and 31.8.2020 and also Make in India Order No.P-45021/2/2017-PP(BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal trade (DPIIT), Ministry of Commerce and Industry, Government of India and any subsequent orders or amendments thereon. THE ONUS FOR ENSURING COMPLIANCE TO THE PROVISIONS OF THESE POLIC NOTIFICATIONS KEEPING IN VIEW THE REQUIREMENTS UNDER THIS TENDER DOCUMENT ENTIRELY RESTS WITH THE BIDDER.

Foreign Bidders may kindly note that Purchaser is obligated to give preferential treatment to Domestic Bidders (Manufacturers, suppliers) in this bid under the relevant Government Policies and a lower currency bid for fully imported item can be ignored in favour of the bidder quoting under Make in India Policy of the Govt. of India.

5.1 Manufacture under license/ technology collaboration agreements with phased indigenization

Foreign companies may enter into a joint venture with an Indian company to participate. The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a

product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must have obtained such exemption letter is issued by the standing committee headed by the Secretary, Department for Promotion of Industry & Internal Trade (DPIIT) and submit it along with his bid to avail such an exemption.

6. Bid Prices, Taxes and Duties

6.1 Prices

6.1.1 Competitive and Independent Prices

a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

   i) those prices; or
   ii) the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).

2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.

2) **The break-up of Prices based on Origin of Goods:** The quoted prices for Goods offered from India and those offered from abroad should be indicated separately in the applicable Price Schedules. The prices in the corresponding price schedule shall be entered separately in the following manner:

   (a) Domestic Goods: For Goods offered indigenously, the prices in the corresponding price schedule shall be entered separately in the following manner:

   i) The price of the Goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, shall be assumed to include all taxes and duties like GST,

customs duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Goods or on the previously imported Goods of foreign origin.

ii) Any GST, which shall be payable on the Goods in India if the contract is awarded.

iii) Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their final destination as stipulated in
and

iv) The price of incidental Works/ Services, as and if mentioned.

(b) **Foreign Goods:** For Goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

i) The price of Goods quoted FOB port of shipment or CIF port of entry in India or CIF specified place of destination as indicated in the Schedule of Requirements.

ii) Wherever applicable, the amount of customs duty on the Goods to be imported.

iii) The charges for inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the port of entry in India to their final destination, as stipulated in the Schedule of Requirements. and

iv) The charges for incidental Works/ Services, as and if mentioned in the Schedule of Requirements, showing break-up as per their country of origin.

v) Unless otherwise explicitly indicated in the contract, the terms FOB, FAS, CIF etc. for imported Goods offered from abroad shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

vi) The need for an indication of all such price components by the Bidders, as required is for comparison of the Bids by the Procuring Entity and shall no way restrict the Procuring Entity's right to award the contract on the selected Bidder on any of the terms offered.

3) **Price Components in case of Capital Goods/ Machinery and Plant**

Procurement of Capital Goods/ Machinery & Plant following price components shall be provided in Form 2: Schedule of Requirements – Compliance and Form 3: Technical Specifications and Quality Assurance – Compliance:

a) **Standard warranty**

Standard Warranty of One year is applicable, if otherwise specifically not mentioned in the Special Conditions of the Contract.

b) **Insurance**

The Bidders shall also quote in their financial bids the cost of Insurance of the consignment of the equipment and spares upto the ultimate consignee. If not explicitly quoted, it shall be assumed to be included in the price quoted for the equipment.

c) **Incidental Works/ Services**

The Bidders shall provide the specified incidental works/ services (e.g., Installation Commissioning, Training of Operator etc.). The Bidders may quote separate prices for these. Otherwise, it shall be assumed to be included in the prices of the main equipment price.

4) The indication of such price components is to compare the Bids and shall not restrict the Procuring Entity's right to award the contract on any terms offered.

6.1.4 Price Schedule

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

6.1.5 Provisions of GST

1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

2) While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.

6.1.6 Currencies of Bid

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

2) Where the Tender Document permits quotations in different currencies by the foreign bidders, then, for domestic Goods, prices shall be quoted in Indian rupees only, and for imported Goods, prices shall be quoted either in Indian rupees or in

   USA Dollar (USD) / Great British Pound (GBP) / EURO (EUR) / Singapore Dollar (SGD) and as notified by the Reserve Bank of India.

   For evaluation, all quoted prices shall be converted into Indian Rupees.

   (a) Regarding price(s) for incidental Works/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.
   (b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

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

6.2 Firm/ Variable Price

6.2.1. Firm Price

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

6.2.2 Price Variation Clause:

1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.

2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.2.3 Exchange Rate Variation

Subject to provisions of clause 6.2.1 above, where final prices are quoted in Indian Rupees (INR) involving substantial imports content (> 25%),and the deliveries exceed 12 months, Bidder may, if they so desire, stipulate Foreign Exchange Rate Variation (ERV) clause. In that case, the ERV shall be borne by the Procuring Entity within the original Delivery Period. ERV shall be applicable only for components used to manufacture supplied Goods imported after the contract date.

1) The offer of Bidder should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material.

2) If the delivery period is refixed/ extended, ERV shall not be admissible if this is due to the contractor's default.

3) Unless otherwise stipulated in the contract, documents for claiming ERV shall be:

   (a) A bill of ERV claim enclosing working sheet.
   (b) Banker’s Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.
   (c) Copies of import order/agreement placed by the contractor on its Suppliers.
   (d) Invoice of Contractor’s Suppliers for the relevant import order

6.3 Goods and Services Tax (GST)

6.3.1 GST Registration Status:

1) All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.

3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities.

Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

6.3.2 HSN Code and GST Rate:

1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.

2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.

3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.

4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

5) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

7 Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in Tender Document. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

7.2 Corrigenda/ Addenda to Tender Document

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

7.3 Clarification on the Tender Document

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

8. Preparation of Bids

8.1The bid

8.1.1 Language of the bid

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

8.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

8.1.3 Cost of Bidding

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

8.1.4 Interpretation of Provisions of the Tender Document

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

8.1.5 Quote Quantities/ Prices in both Numerals and Words

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

8.1.6 Alternative Bids not Allowed

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

8.2 Documents comprising the bid:

8.2.1 Techno-Commercial bid/ Cover

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

1) EMD or a Bid Security as prescribed is to be submitted.
2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
    a) Form 1.1: Bidder Information;
    b) Form 1.2: Eligibility Declarations;
    c) If applicable, Form 1.3: OEM's Authorization. (Ref Tender Document -Clause 1.5 also): Unless specifically barred in Tender Document, in case Bidder offers to supply Goods, which some other firm (OEM) manufactures, Bidder must have been duly authorized by the OEM to quote for and supply the Goods to the Procuring Entity in this particular tender specifically. Bidder shall submit OEM's authorization letter to this effect as per this.
    d) If applicable. Form1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs(ITB-clause 3.5 above)
3) Form 4: 'Qualification Criteria- Compliance': Documentary evidence needed to establish the Bidder's qualifications. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.:
    (a) Bidder shall also submit Form 4.1: Performance Statement to prove his technical, production and financial capabilities and eligibility, commensurate with requirements of this Tender.
4) Form 2: Schedule of Requirements - Compliance: Bidders should fill this form to detail the Schedules of Goods offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
5) Form 3 - Technical Specifications and Quality Assurance- Compliance: Bidder shall submit the required and relevant documents like technical data, literature, drawings, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance.

Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

6) Form 5 - Terms and Conditions- Compliance: Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be submitted as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

7) Form 6- Checklist for the Bidders. Bidder must also submit the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

8) Any other format/ form if stipulated in AITB or if considered relevant by the bidder

9) **Un-priced Format of Price bid – The Price schedule and C-AMC format without mentioning any price duly signed & stamped is to be submitted in Technical bid stating that "Price Schedule and C-AMC is submitted in the same format and not any other format.**

8.2.2 Financial bid/ Cover

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

8.3 Bid Validity

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

1) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

2) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

8.4 Non-compliance with these provisions

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

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

9. Signing and submitting of Bids

9.1 Signing of bid

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

9.2 Submission of Bids.

9.2.1 Submission

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

9.2.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

9.2.3 Late Bids

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

10. Bid Opening

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

11. Evaluation of Bids and Award of Contract

11.1General norms

11.1.1 Evaluation based only on declared criteria.

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

11.1.2 Infirmity/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

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

11.1.3. Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in

writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) If discrepancies exist in the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

11.1.4 Contacting Procuring Entity during the evaluation

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

11.2 Evaluation of Bids

11.2.1 Preliminary Examination of Bids - Determining Responsiveness

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

1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.

2) Required EMD in the prescribed form has not been provided.

3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;

4) The Goods offered are not eligible as per the provision of this tender.

5) Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

6) Bidder has quoted conditional bids or more than one bid or alternative bids

7) The bid validity is shorter than the required period.

8) The bid departs from the essential requirements stipulated in the bidding document;

9) If Bidder has not quoted the entire Goods as stipulated in that schedule.

10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

11.2.2 The evaluation process in Two Cover system.

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

11.3. Techno-commercial Evaluation

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

11.3.1 Evaluation of eligibility

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

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

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

11.4. Evaluation of Financial Bids and Ranking of Bids

11.4.1 Ranking of Financial Bids

1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.

2) The comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR/ CIF destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.

3) If the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;

4) If any bidder offers conditional discounts/ rebates in his bid or suomotu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the techno-commercial conditions. If it is so declared, such loading of the financial bid shall be done as per the relevant provisions;

6) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

7) evaluation of Bids shall include and consider the following taxes/ duties, as per Tender Document -

   a) in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
   b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
   c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

8) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

11.4.2 Global Tender Enquiry (GTE, International Competitive Bidding)

Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

Evaluation of Offers

(a) For financial evaluation, all Bids shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling" exchange rate on the last deadline for the bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the Tender Documents. The offers would be compared based on the principle of the total outgo from Procuring Entity's pockets, including all applicable taxes and duties (Customs duty, IGST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the Procuring Entity's bankers) should also be loaded. Import of Goods or services or both attracts integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

(b) The quoted prices based on FOB, CIF. The terms FOB, CIF etc., shall be governed by the rules& regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

(c) If there are no domestic bidders, a comparison of foreign offers can be made based on CIF landed costs since the rest would be the same for all bidders, provided the port of entry is the same for all bidders.

(d) Foreign bidders shall indicate the break-up of prices for freight, insurance, customs duty, port handling charges, clearing agency charges, related ITC(HS) code, IGST/ GST cess, related HSN code, as relevant to quoted price basis.

(e) If both Indian and foreign bidders have quoted in the tender, the comparison of the offers would be done based on FOR/ FOT destination, including all applicable taxes and duties.

11.4.3 If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:

(a) order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

(b) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

11.4.4 Reasonableness of Rates Received

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

11.4.5 Consideration of Abnormally Low Bids

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

11.4.6 Price Negotiation

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

12. Award of Contract

12.1. The Procuring Entity's Rights

12.1.1Right to Vary Quantities at the Time of Award

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

12.2 Purchase Order (PO) and Signing of Contract

12.2.1 Selection of Successful Bidder(s)

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

12.2.2 Verification of Original Documents

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

12.2.3. Award of Purchase Order

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

12.2.4 Performance Security

1) Within 14 days of receipt of the Purchase Order (PO, or the contract if PO has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the contractor to the Procuring Entity.
2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration, besides taking any other administrative punitive action like ‘Removal from List of Registered Suppliers’ etc.
3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement

process, the Procuring Entity shall cancel the procurement process. Provided that the on being satisfied that it is not a case of cartelization, and the integrity of the procurement process has been maintained, the Procuring Entity may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

12.2.5 Signing of Contract

1) After receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats), by registered/speed post/e-mail to the successful Bidder.
2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated on stamp paper, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post.
3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The Contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

12.2.6 Expiry of bid Declaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall notify the other Bidders that their Bids have been unsuccessful & return their EMD.

12.2.7 Publication of Tender Result

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

13. Grievance Redressal/ Complaint Procedure

1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Director, NCPOR.
2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
    a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
    b) Only a directly affected bidder can represent in this regard.
        i. In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
        ii. In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

c) Following decisions of the Procuring Entity shall not be subject to review:

i. Determination of the need for procurement.
ii. Complaints against specifications except under the premise that they are either vague or too specific to limit competition
iii. Selection of the mode of procurement or bidding system;
iv. Choice of the selection procedure.
v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
vii. The decision to enter into negotiations with the L-1 bidder; and
viii. Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

Section II: General Conditions of Contract (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to ‘Goods’ shall be deemed to include the incidental Works/ Services also.
7) Any generic reference to GCC shall also imply a reference to SCC as well.
8) In case of conflict, provisions of SCC shall prevail over those in GCC.
9) Any reference to ‘Contract’ shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5, 5.10.
10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2 Definitions

In the contract, unless the context otherwise requires:

1) “Agent” is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2) "bid" (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
3) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
4) “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.

5) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

6) “Consignee” means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.

7) “Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Services’, ‘rate contract’ or ‘framework contract’ or Purchase Order (letter or memorandum communicating to the contractor the acceptance of his bid) or ‘Agreement’ or a ‘repeat order’ accepted/ acted upon by the contractor or a ‘formal agreement’, under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

8) “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;

9) “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).

10) “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;

11) “General Conditions” means the General Conditions of Contract, also referred to as GCC.

12) "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;

13) “Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;

14) “Inspection” means activities such as measuring, examining, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.

15) “Inspecting Officer” means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;

16) “Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

17) **“**Parties”: The parties to the contract are the "Contractor" and the Procuring Entity, as defined in this clause;

18) “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;

19) “Place of Delivery” the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of the contract -

    a) The consignee at his premises; or
    b) Where so provided, the interim consignee at his premises; or
    c) A carrier or other person named in the contract for transmission to the consignee: or
    d) The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.

20) “Procurement” or “public procurement” (or ‘Purchase’, or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;

21) “The Procuring Entity” means the entity in The Procuring Organization procuring Goods or Works or Services;

22) “Procurement Officer” means the officer signing the Purchase Order and/or the contract on behalf of the Procuring Entity;

23) “Service(s)” (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;

24) “Special Conditions” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.

25) “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.

26) “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof;

27) “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

28) “Test” means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

29) “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3 Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as ‘Capitalised word’ and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia ‘Goods’ shall indicate definition as given in the GCC while ‘goods’ shall have usual dictionary meaning.

1.4 Abbreviations:

Abbreviation	Definition
AITB	Appendix to Instructions To Bidders
BOQ	Bill of Quantities (Excel sheet of Price Schedule)
BSD	Bid Securing Declaration
CFR	Cost and Freight (port of destination)
CGST	Central Goods and Services Tax
CIF	Cost, Insurance & Freight (port of destination)
CPPP	Central Public Procurement Portal
DAP	Delivered at Place (Destination)
DoE	Department of Expenditure
DP	Delivery Period
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate

Abbreviation	Definition
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
ERV	Exchange Rate Variation
FAS	Free Alongside Ship (port of loading)
FDI	Foreign Direct investment
FOB	Free on Board (port of loading)
FOR	Free on Road (named Destination)
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GRIR	Goods Receipt and Inspection Report
GST	Goods and Services Tax
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonised System)
LoA	Letter of Award (Acceptance)
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MSMED	MSME Development (Act)
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PVC	Price Variation Clause
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
RAP	Reverse Auction (Process)
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract

Abbreviation	Definition
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

2. The Contract

2.1 Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4 Parties

The parties to the contract are the contractor and the Procuring Entity, as defined in GCC-clause 1.2 above and nominated in the contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to ‘Contract’ shall imply reference to all these documents as well:

1) Valid and authorized Amendments issued to the contract.
2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
3) the Purchase Order
4) Final written submissions made by the contractor during negotiations, if any;
5) the SCC
6) the GCC
7) the contractor’s bid;
8) any other document listed in the SCC as forming part of this Contract.

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

2) If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order (or the Contract Agreement,) has been issued that is Goa, India. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly

increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2 The person signing the Communications

For all purposes of the contract, including arbitration, there under all communications to the other party shall be signed by:

1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies there under and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
2) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party.

1) For all purposes of the contract, including arbitration, there under the address of parties to which the other party shall address all communications and notices shall be:
    a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topicto the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
    b) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
    c) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract’s start, the Procuring

Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies there under.

3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2 Obligation to Maintain Eligibility and Qualifications

1) The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to:

   a) Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration

5.3 Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria - Compliance and its sub-form(s). Restriction on Potential Conflict of Interests

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

2) after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4 Consequences of a breach of Obligations

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.5 Assignment and Sub-contracting

1) The contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

2) The contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which the contract was awarded to him.

3) If the Contractor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

5.6 Indemnities for breach of IPR Rights

1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

   a) any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
   b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor, and
   c) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site

2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

   (a) other than for the purpose indicated by or to be reasonably inferred from the contract
   (b) in association or combination with any other equipment, plant, or materials not supplied by the contractor.

3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

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

5.7.2 Confidentiality

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

5.7.3 Secrecy

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

5.7.4 Obligations of the contractor

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

d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8 Performance Bond/ Security

1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Purchase Order (PO or the contract, if PO is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.

2) The amount of Performance Security is 5% of the PO / Contract price denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

   a) Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, in favour of Director, NCPOR payable at Vasco-da-Gama, Goa, India.
   b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.1

3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award of PO/Contract and forfeit the deposit amount OR enforce Bid Securing Declaration, besides taking any other administrative punitive action like ‘Removal from List of Registered Suppliers’ etc.

4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion

   (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
   (b) without terminating the Contract:

      1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 9.4, or
      2. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

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

      i. any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof

ii. for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

5.9 Permits, Approvals and Licenses

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

5.10 Book Examination Clause

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

1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

2) the contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, muted is mutandis, to examine all the relevant books of Contractor’s subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

4) The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

5.11 Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents loaned to Contractor.

1) No asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.

2) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

3) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.

4) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid

5) The Contractor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

5.12 Labour Codes and Related Obligations

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

5.13 Scope of Supply and Technical Specifications

5.13 The Scope of Supply

1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.

2) **Incidental Works/ Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the contract.

5.14 Technical Specifications and Standards

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

1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.

2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

5.15 Quantity Tolerance

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

5.16 Option Quantity Clause:

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

5.17 Spare parts in Supply of Capital Goods/ Machinery and Plant

1) If SCC/ Contract declares it to be the procurement of Capital Goods/ Machinery & Plant, the contractor shall supply/ provide any or all of the following materials, information etc. about spare parts manufactured and/ or supplied by them:
   a) The spare parts as selected by the Procuring Entity to be purchased from the contractor, subject to the condition that such purchase of the spare parts shall not relieve the contractor of any contractual obligation including warranty obligations; and
   b) In case the production of the spare parts is discontinued within the service life of the equipment supplied hereunder (or a period stipulated in the contract):
      i. sufficient advance notice to the Procuring Entity before such discontinuation to provide adequate time for it to purchase the required spare parts etc., and
      ii. immediately following such discontinuation, as and if requested by the Procuring Entity, provide free of cost the designs, drawings, layouts, specifications, and alternative sources of supply of such spare parts.
2) The contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to the Procuring Entity promptly on receipt of the order from the Procuring Entity.

5.18 Warranty/ Guarantee

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

1) The contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
2) Obligations of the contractor under the warranty clause shall survive even though:
   a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Procuring Entity.
   b) The contract is terminated for any reason whatsoever.
3) The Procuring Entity shall promptly notify in writing to the contractor, If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have

deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).

4) Upon receipt of such notice, the contractor shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.

5) A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per GCC-clause 9.4 below. The maximum penalty for warranty failure will be 10% (Ten percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to GCC-clause 8.10 for inordinate delays would also be taken.

6) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

7) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default under GCC-clause 11.1, and the Procuring Entity shall avail any or all remedial action(s) thereunder.

6. Inspection and Quality Assurance

6.1 Tests and Inspections

1) As specified Inspection & Test (including raw materials and/ or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the contractor to the Procuring Entity's inspector at no charge to the Procuring Entity.

2) The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose.

3) If so stipulated in the contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the contractor by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

4) Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such.

5) Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor. However, in case of stipulation for type / proto-type of machinery and plant involving special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.

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

6.2 Consequence of Rejection

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

1) Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the contractor to remove dangerous, infected, or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this regard shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.

2) All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. The Procuring Entity or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.

3) Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.

4) where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back rejected Goods only after such refunds are received by the Procuring Entity.

6.3 Inspections at the last moment

1) If the contract stipulates pre-despatch inspection of the ordered Goods at Contractors premises, he shall put up the Goods for inspection well ahead of the delivery period to complete the inspection within that period.

2) In cases where only a portion of the Goods ordered is tendered for inspection at the last moments of the delivery period and also in cases where inspection is not completed in respect of the portion of the Goods tendered for inspection during the delivery period, the inspector shall carry out the inspection and complete the formality beyond the contractual delivery period at the specific

written request by and at the risk and expense of the contractor. The fact that the Goods have been inspected after the contractual delivery period shall not amount to keeping the contract alive, and this shall be without any prejudice to the legal rights and remedies available to the Procuring Entity under the terms & conditions of the contract.

3) If the Goods tendered for inspection during or at the last moments of the delivery period are not found acceptable after carrying out the inspection, the Procuring Entity is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If the Goods tendered for inspection are found acceptable, the Procuring Entity may grant an extension of the delivery period subject to conditions mentioned in clause 8.10 below.

6.4 Consignee's right of Rejection of Inspected Goods

1) Goods accepted by the Procuring Entity and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the Procuring Entity's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.

2) Notwithstanding any approval which the Inspecting Officer may have given in respect of the Goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Procuring Entity, to inspect, test and, if necessary, reject the Goods or any part, portion or consignment thereof, after the Goods' arrival at the final destination within a reasonable time after actual delivery thereof to him at the place of destination stipulated in the contract, if such Goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note: Regarding materials pre-inspected at the firm's premises during manufacture or before delivery or dispatch, the consignee shall issue rejection advice within 90 days from the date of receipt.

7. Packing, Transportation, Insurance and Receipt

7.1 Packing Specifications and Quality

1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.

2) The packing for the Goods to be provided by the contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit, including transhipment (if any), rough handling, open storage etc., without any damage, deterioration etc. If necessary, the size, weights, and volumes of the packing cases, the remoteness of the goods' final destination, and availability or otherwise of transport and handling facilities at all points during transit upto the final destination shall also be considered.

3) The quality of packing, the manner of marking within & outside the packages, and accompanying documentation shall strictly comply with the 'Technical Specification and Quality Assurance' and in the contract. If the packing requirements are amended due to any amendment to the contract, the contractor shall comply accordingly.

4) Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums, and wrappings) in which the contractor supplies the Goods shall be considered non-returnable and their cost included in the contract price.

5) If the contract provides that the containers shall be returnable, they must be marked 'returnable'. Unless otherwise specified, the cost of reverse transportation shall be borne by the contractor.

6) If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at a price stipulated in the contract. In such cases, the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Procuring Entity thereon shall be final and binding. In his discretion, the Procuring Entity may award such compensations as may, in his opinion, be proper for any undue delay in returning the containers.

7.2 Packing instructions

Unless otherwise mentioned in the 'Technical Specification and Quality Assurance' under Sections VII and SCC under Section V, the contractor shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

1) An iconic graphical mark to visually identify a particular consignment.

2) Name of the Procuring Entity; contract number and date

3) brief description of Goods including quantity.

4) the gross weight of the package

5) Serial number of this package and the total number of packages in the consignment

6) packing list reference number

7) country of origin of goods

8) consignee's name and full address and

9) Contractor's name and address

7.3 Transfer of Title of Goods

1) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and the Procuring Entity, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

2) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at the Procuring Entity's risk after their delivery to the interim consignee.

7.4 Transportation

7.4.1 Instructions for transportation of domestic Goods

If no instruction is provided in the contract, the contractor shall arrange transportation of the ordered Goods as per its procedure.

7.4.2 Shipping Arrangement for Foreign Contracts:

In the case of FOB/ FAS contracts, shipping arrangements shall be made by the Procuring Entity. The Contractor shall give adequate notice to the Procuring Entity and its Forwarding Agents/ Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required date of dispatch for finalising the shipping arrangements. In the case of CFR contracts, the contractor shall arrange the shipment as per the instructions from the Procuring Entity.

7.4.3 Airlifting

Should the Procuring Entity intend to airlift all or some of the Goods, the contractor shall pack the Goods accordingly upon receiving intimation to that effect. Such deliveries shall be agreed upon well in advance and paid for as may be mutually agreed.

7.4.4 Distribution of Despatch Documents for Clearance/ Receipt of Goods

1) The contractor shall send all the relevant despatch documents well in time to the Procuring Entity to enable it to clear or receive (as the case may be) the Goods in terms of the contract. Unless otherwise stipulated in the contract, the usual documents involved and the drill to be followed in general for this purpose are as follows:

2) For Domestic Goods within 24 hours of despatch, the contractor shall notify the Procuring Entity, consignee, and others concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents (as relevant) to them by registered post/ speed post/ courier besides advance intimation by digital means (or as instructed in the contract or SCC):

   (a) the contractor's Invoice indicating, inter alia description and specification of the Goods, quantity, unit price, total value;
   (b) Packing list;
   (c) Insurance certificate;
   (d) Railway receipt/ Road Consignment note;
   (e) Manufacturer's guarantee certificate and in-house inspection certificate;
   (f) Inspection certificate issued by the Procuring Entity's inspector
   (g) Expected date of arrival of goods at destination and
   (h) Any other document(s), as and if mentioned explicitly in the contract.

3) For Imported Goods, within 3 days of despatch, the contractor shall notify the Procuring Entity, consignee and other concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the contract), besides advance intimation by digital means:

   (a) Clean on-Board Airway Bill/ Bill of Lading (B/ L)
   (b) Original Invoice
   (c) Packing List
   (d) Certificate of Origin from Seller's Chamber of Commerce
   (e) Certificate of pre-despatch inspection by the Procuring Entity's representative/ nominee

(f) Certificate of Quality and current manufacture from OEM
(g) Dangerous Cargo Certificate, if any.
(h) Insurance Policy of 110% if CIF contract.
(i) Performance Bond/ Warranty Bond

7.5 Freight

The Goods shall be despatched at public tariff rates. In the case of F.O.R. station of despatch contract, the Goods shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so shall render the contractor liable for any avoidable expenditure caused to the Procuring Entity. Where alternative routes exist, the Procuring Entity shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the contractor,

7.6 Insurance

Unless otherwise instructed in the contract, the contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

1) In case of domestic goods supply on CIF/ FOR destination basis, the contractor shall be responsible until the entire Goods contracted arrive in good condition at destination. The contractor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The contractor shall obtain the insurance cover in its name and not in the name of the Procuring Entity or its Consignee.

2) In FOB and CFR offers for the import of Goods, the insurance shall be arranged by the Procuring Entity. However, the contractor must give sufficient notice to the Procuring Entity before the date of shipment so that the Insurance Cover for the shipment can be activated. The Contractor must co-ordinate to ensure that the Shipment sails only with Insurance cover in place.

3) In case of import of goods, even when the Procuring Entity pays the insurance, it shall entirely be the contractor's responsibility to make good loss/ damage without waiting for settlement of insurance claim so that equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by the Procuring Entity to the contractor.

7.7 Receipt of Consignment

7.7.1 Preliminary Acknowledgement

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

7.7.2 Goods Receipt and Inspection Report

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

7.7.3 Rejection of Consignment by the Consignee

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

7.7.4 Short Receipt Certificate

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

7.7.5 Perishable Goods

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

8. Terms of Delivery and delays

8.1 Effective Date of Contract

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

8.2 Time is the Essence of the contract

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

8.3 Destination Places

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section VI – Schedule of Requirements.

8.4 Terms of Delivery

1) Terms of delivery (e.g., F.O.R. destination/ CIF/ DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Procuring Entity. These terms also determine the time of delivery.
2) The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.
3) The contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.

8.5 Part Supplies

The Contractor shall not arrange part-shipments and/ or transhipment if not stipulated in the contract without the express/ prior written consent of the Procuring Entity.

8.6 Progressing of Deliveries

The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the

rights of the Procuring Entity under the contract, nor shall operate as an estoppels against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

8.7 Notification of Delivery.

Notification of delivery or despatch regarding every instalment shall be made to the consignee and to the Procuring Entity immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Goods on arrival at destination. The Lorry Receipt/ Railway Receipt/ Consignment Note or Bill of Lading shall be forwarded to the consignee by registered post/ Courier/ by hand immediately on the despatch of Goods. The Contractor shall bear and reimburse the Procuring Entity demurrage/ wharfage or other charges, if any, paid because of delay on the contractor's part in forwarding the Lorry Receipt /Railway Receipt, Consignment Note or Bill of Lading.

8.8 Dispatches at the last moment or after the expiry of the delivery

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

2) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.

3) In the case of imports, the contractor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and responsibility of the contractor and procuring entity shall not take any responsibility for such consignments.

8.9 Delay in the contractor’s performance

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

1) recover from the contractor liquidated damages as per clause 8.12 below, or

2) treat the delay as a breach of contract as per clause 11.1 below and avail all the remedies therein.

8.10 Inordinate Delays

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

8.11 Extension of Delivery Period:

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

2) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

   (a) **Liquidated Damages:** The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

   (b) Denial Clause:

   (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

   (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

   (iii) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

8.12 Liquidated damages

1) Subject to GCC clause 8.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services(e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 8.11-2(b) shall also apply.

2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under clause 5.5 above, shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8.13 Force Majeure

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

2) Notwithstanding the remedial provisions contained in GCC-clause 8.12 or 11.1.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

9. Prices and Payments

9.1Prices

9.1.1 Charged Prices

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

9.1.2 Controlled Prices

1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
2) **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:

   (a) annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available there under, or
   (b) without annulling the award, take action as per GCC-clause 9.4 to recover the overcharged amount, or
   (c) treat it as a breach of contract as per GCC-Clause 11.1 and avail any or all remedies there under.

9.1.3 Price Components and Incidental Works/ Services

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

9.1.4 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If a Price Variation Clause, an Exchange Rate Variation Clause, or any other variation clause is included, such up and down variations shall also be payable as per clause 9.3.3 below.

9.2 Taxes and Duties

1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract.

2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

3) Payment of GST Tax under the contract**:**

   (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

   (b) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

   (c) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.

   (d) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

   (e) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

   (f) In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the net invoice value after the variation is taken into account.

   (g) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

      (i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

      (ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

(iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

(iv) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions there under, in addition to recovery and action by the GST authorities under the Act.

(v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

5) **Duties/ Taxes on Raw Materials**

The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

6) **Customs Duty**

Bidders from India shall specify the rate and the total amount of customs duty payable regarding imported goods. Bidder shall also indicate the corresponding Indian Tariff Classification (ITC-HS) applicable for the Goods in question.

9.3 Terms and Mode of Payment

9.3.1 For Domestic Goods:

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 OR as stipulated in the Tender Document/SCC. **No part payment / advance payment will be made**. [As per the Govt. of India norms, payment to the Contractors are made online through Public Financial Management System (PFMS). The Contractor should submit his bank & other details in the prescribed format along with the bill.]

9.3.2 For Imported Good:

Unless otherwise stipulated in the contract, payments are made through an irrevocable Letter of Credit (LC) OR as stipulated in the Tender Document/SCC. **No advance payment** of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the contractor. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

9.3.3 General Payment condition for payment

1) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.

2) The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.

3) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

4) The contractor is to furnish while claiming payment are:

   (a) Original Invoice (GST Compliant format)
   (b) Certificate of pre-despatch inspection by the Procuring Entity's representative/ nominee, if applicable
   (c) Manufacturer's test certificate, if applicable
   (d) Performance/ Warrantee Bond, if applicable
   (e) Certificate of Insurance, if applicable
   (f) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, in case of payment against dispatch documents, if so provided
   (g) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
   (h) Any other document specified.

5) In a case where the contractor is not in a position to submit its bill for the balance payment for want of receipt certificate from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, the balance amount shall be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the Goods in question, subject to the following conditions:

   (a) The contractor must provide proof that he has given sufficient prior notice in this regard to the Procuring Entity and the concerned Consignee(s), but there has been no response.
   (b) the contractor shall undertake to make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of Goods.
   (c) Delay in supplies, if any, has been regularized.
   (d) The Contract price, where it is subject to variation, has been finalized.
   (e) the contractor furnishes the following undertakings:

   "We, _____ certify that We have not received back the Inspection Note duly receipted by the consignee or any communication from the Procuring Entity or the consignee about non-receipt, shortage or defects in the Goods supplied. We _____ undertake to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of despatch, whichever is later.

9.3.4 Advance/mobilization Payment not allowed:

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and only after such incidental works/ services have also been rendered. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

9.4 Withholding and lien in respect of sums claimed:

1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-

   (a) any security or retention money, if any, deposited by the contractor.
   (b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.

2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 10 and/ or 11.The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.

4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity or Government.

9.5 Payment Against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

9.6 Commissions and Fees

The Contractor shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format similar to Form 1.4 of the Tender Document.

10. Resolution of disputes

10.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the “Dispute”. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed

subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1) Adjudication
2) Conciliation
3) Arbitration

10.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2) Issues related to the pre-award tender process or conditions
3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
   (a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
   (b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard
   (c) Purchase preference policies regarding MSEs and Start-ups

10.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract(hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

10.4 Conciliation of disputes

1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.

3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

   (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
   (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
   (c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator

6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

10.5 Arbitration Agreement

10.5.1 This Agreement

1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.

2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

10.5.2 Notice for Arbitration

1) **Authority to Appoint Arbitrator(s)**: For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

2) In the event of any dispute as per GCC-clause 10.1 above, if the Adjudicator fails to decide within 60 days (as referred in 10.3 above), or the Conciliation is terminated (as referred in sub-clause 10.4 above) then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute" (clause 10.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.

3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

10.5.3 Reference to Arbitration

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

10.5.4 Appointment of Arbitrator

1) **Qualification of Arbitrators:**

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

(b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

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

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

2) **Replacement of Arbitrators**

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

3) **Appointment of Arbitrator:**

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

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

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

10.5.5 Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

10.5.6 The Arbitral Procedure

1) **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.

2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in anyway affecting the legal jurisdictional issues linked to the seat of the arbitration.

3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.

4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

5) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.

6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.

8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.

9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an

application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

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

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

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

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

10.5.7 The Arbitral Award

1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.

3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.

4) The award of the arbitrator shall be final and binding on the parties to this contract.

5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.

6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

10.5.8 Savings

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

10.5.9 Cost of Arbitration and fees of the Arbitrator(s)

1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled toa25% extra fee over such a prescribed fee.

2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.

3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

11. Defaults, Breaches, Termination, and closure of Contract

11.1 Termination due to Breach, Default, and Insolvency

11.1.1. Defaults and Breach of Contract

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

1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

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

11.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

11.1.3 Terminations for Default

1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

11.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate(MIBID - Mumbai Interbank Bid Rate).

3) Recover liquidated damages and invoke denial clause for delays.

4) Encash and/ or Forfeit performance or other contractual securities.

5) Prefer claims against insurances, if any.

6) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

7) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and costof the defaulted firm.

   Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

8) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

11.1.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

11.2 Termination for Default/ Convenience of Procuring Entity and Frustration

11.2.1 Notice for Determination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving

written ‘Notice for Determination of Contract’ on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor’s performance under the contract is terminated, and the date with effect from which such termination shall become effective.

2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

5) The Goods and incidental Works/Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor’s receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Goods and incidental Works/ Services, the Procuring Entity may decide:

   (a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
   (b) To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

11.2.2 Frustration of Contract

1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a ‘Notice of Frustration Event’ to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a ‘Notice for Determining the contract’ and terminate the contract due to its frustration as in the sub-clause above.

2) However, the following shall not be considered as such a supervening cause.

   (a) Lack of commercial feasibility or viability or profitability or availability of funds
   (b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

11.3 Closure of Contract

11.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a ‘No-claim certificate’ to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

11.3.2 Closure of Contract

The contract shall stand closed upon

1) Successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.
2) Termination and settlements after that, if any, as per clause 11.1 or 11.2 above.

12. Code of Integrity in Public Procurement; Misdemeanours and Penalties

12.1 Code of Integrity

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

1) **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
3) **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5) **"Conflict of interest"** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
6) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

12.2 Obligations for Proactive Disclosures:

1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

12.3 Misdemeanours and Penalties

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

1) Violates the code of Integrity mentioned in GCC-clause 12.1 if included in the Tender/ Contract;

2) Has been convicted of an offence:

   a) Under the Prevention of Corruption Act, 1988; or

   b) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

3) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or

12.4 Penalties for Misdemeanours

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

12.4.1 if his bids are under consideration in any procurement

1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.

2) calling off of any pre-contract negotiations, and;

3) rejection and exclusion of Bidder from the Tender Process

12.4.2 if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder;

2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

12.4.3 Remedies in addition to the above:

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

1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;

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

(a) A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 12.3 - 1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 12.3 - 2) or 3) above. CPPP shall publish a list of such centrally debarred bidder.

Section III: Special Conditions of Contract (SCC)

Tender No.: NCPOR/PS/AES-12092/ GT-32.

Sr. No.	Terms	Description
1	Description of Item	Supply of Thermal Outer Layer – One Piece
2	Quantity	85 Nos.
3	Delivery Terms	**For Domestic bidders –** FOR Destination. **For Foreign bidders -** CIF /CIP (Goa, India)
4	Delivery Period	**Within three months from the date of issue of Purchase Order**.
5	Consignee	Director, National Centre For Polar & Ocean Research (Ministry of Earth Sciences, Govt. Of India) Headland Sada, Vasco-Da-Gama, Goa – 403 804, India.
6	Ultimate Consignee	Director, National Centre For Polar & Ocean Research (Ministry of Earth Sciences) Headland Sada, Vasco-Da-Gama, Goa – 403 804, India.
7	Billing Instructions	*All bills/invoices should be issued in the name of and addressed to :* Director, National Centre For Polar & Ocean Research (Ministry of Earth Sciences, Govt. Of India) Headland Sada, Vasco-Da-Gama, Goa – 403 804, India.
8	GST/Customs Duty	GST as applicable with correct HSN code. Customs Duty Exemption shall be applicable as per the Govt. Notification 51/96. NCPOR shall clear the consignment at Goa port and pay the applicable Customs Duty.
9	Packing Instructions	Standard Packing.
10	Insurance	The supplier/exporter has to arrange insurance Policies /Certificate in duplicate covering Sea/Air Insurance as per institute Cargo clauses (all risk) and perils like Institute, Strikes, Riots and Civil Commotion Clauses, War Risks as per Institute cover for CIP/CIF value plus 10 percent. *(Please refer GCC clause 7.6)*
11	Performance Bond/Security	The successful bidder shall submit a Performance Security equivalent to 5% of the total order value within 14 days from the date of award of contract. The Performance Security must remain valid for 60 days beyond the warranty period.

12	Payment	**For Indian Bidder (In INR):** 100% payment shall be made within 30 days from the date of receipt and acceptance of the material at NCPOR and on submission of original signed invoice. **For Foreign Bidder:** 100% payment shall be made through telegraphic transfer (TT) within 30 days from the date of receipt and acceptance of the material at NCPOR and on submission of original signed invoice. **OR** By Letter of Credit (LC) as per NCPOR L/C format. The payment of 90% value of the Purchase Order (PO) will be made through L/C. The balance 10% amount will be paid through Telegraphic Transfer after the receipt and acceptance of the material at NCPOR. *All the banking charges within India to NCPOR, Goa A/C and outside India to bidder account (if any.)*
13	Warranty	The quoted items shall carry a standard warranty from the date of receipt and acceptance of the material at NCPOR against any manufacturing defects. *(The bidder may clearly indicate the standard warranty period.)*
14	Sample Requirement	Samples shall be provided by the bidder during the technical evaluation, if required by NCPOR.
15	Antarctic Standards	The recommended brands adhere to international standards for polar clothing, either EN 342, EN 343, ASTM F2733, and ISO 11079. These brands are widely used by the Antarctic community and meet the stringent requirements for extreme cold weather protection and environment protocol.

……..
(Signature with date)

……..
(Name and designation)

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

Section IV: Technical Specifications and Quality Assurance

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

SUPPLY OF THERMAL OUTER LAYER – ONE PIECE:

<table>
<tr><th>SR. NO.</th><th>ITEM DESCRIPTION</th></tr>
<tr><td rowspan="3">1.</td><td>Supply of Thermal Outer Layer – Expedition Down Suit (Overall One piece)
Total Quantity: 85 Nos.

Make & Model : 'Bergens of Norway' or substantially equivalent.
<table>
<tr><th>Size:</th><th>Qty.</th></tr>
<tr><td>XS</td><td>02 Nos.</td></tr>
<tr><td>S</td><td>02 Nos.</td></tr>
<tr><td>M</td><td>20 Nos.</td></tr>
<tr><td>L</td><td>30 Nos.</td></tr>
<tr><td>XL</td><td>24 Nos.</td></tr>
<tr><td>XXL</td><td>07 Nos.</td></tr>
</table></td></tr>
<tr><td>Technical Specifications:</td></tr>
<tr><td>Thermal Outer Layer – One Piece
Item Name- Expedition Down Suit (Overall One piece)
The institute branding must be provided with Logo and Name
Product Specifications:
• Outer fabric: 100 % Polyamide (Nylon)
• Weight: 1700 gm
Additional Features:
• Windproof and water-repellent suit in down
• Hood: Fixed hood with additional inner collar.
• Pockets: Chest pockets and two large inner pocket.
• Ventilation: 2-way zip in front. Full-length zip from the underarm down on both sides.
• Elastic waistband at the back, web belt at the waist.
• Elastic hands and ankle cuffs</td></tr>
<tr><td>2.</td><td>Warranty: The quoted items shall carry a standard warranty from the date of receipt and acceptance of the material at NCPOR against any manufacturing defects.
(The bidder may clearly indicate the standard warranty period.).</td></tr>
<tr><td>3.</td><td>Catalogue/brochure: The bidder shall submit the complete product catalogue/brochure and detailed technical datasheet of the offered model along with the technical bid. In case an equivalent make/model is offered, the bidder must ensure that the product meets or exceeds the specified technical requirements. The submitted documents must clearly indicate all the technical specifications, features, standards and performance parameters of the offered product.</td></tr>
</table>

4.	The tendered items are required for Indian Antarctic Expeditions (Snow/ice rugged terrain); therefore, all quoted items shall be suitable for extreme cold climatic conditions prevailing in Antarctica.
5.	The offered items shall meet the stringent requirements for extreme cold weather protection and environment protocol in Antarctica (Arctic Grade).
6.	Samples shall be provided by the bidder during the technical evaluation, if required by NCPOR.
7.	"The institute branding must be provided with Logo and Name."
8.	Antarctic Standards: The recommended brands adhere to international standards for polar clothing, either EN 342, EN 343, ASTM F2733, and ISO 11079. These brands are widely used by the Antarctic community and meet the stringent requirements for extreme cold weather protection and environment protocol.

SECTION: V BIDDING FORMS

Form 1: Covering Letter

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

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

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

Ref: Your Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.

Sir/ Madam

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

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

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

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

   Or
   - ☐ as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

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

2) **Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance.

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

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form 3: 'Technical Specifications and Quality Assurance - Compliance.'

4) **Prices:**

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

(a) based on terms of delivery and delivery schedule confirmed by us; and
(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
(c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

a) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

(i) those prices; or
(ii) the intention to submit an offer; or
(iii) the methods or factors used to calculate the prices offered.

b) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

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

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

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

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

7) **Abiding by the Bid Validity**

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

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

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

9) **A Binding Contract:**

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

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

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

11) **Signatories:**

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

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

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

……..
(Signature with date)

……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
[Name& address of Bidder and seal of company]

Form 1.1: Bidder Information

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.

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

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

1) **Bidder/ Contractor particulars:**

(a) Name of the Company:…….
(b) Corporate Identity No. (CIN): ……..
(c) Registration, if any, with The Procuring Entity: ……..
(d) GeM Supplier ID (if registered with GeM)
(e) Place of Registration/ Principal place of business/ manufacture …….
(f) Complete Postal Address: ……..
(g) Pin code/ ZIP code: …….
(h) Telephone nos. (with country/ area codes): ……
(i) Mobile Nos.: (with country/ area codes): ……..
(j) Contact persons/ Designation: …….
(k) Email IDs: …….

Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) **Taxation Registrations:**

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

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

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

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

(a) Full Name: _____
(b) Designation: _____
(c) Signing as:

☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

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

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

(a) Name:
(b) Address:
(c) Telephone/ Mobile numbers:
(d) Email Address:

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name& address of Bidder and seal of company]

DA: As above

…….

Form 1.2: Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

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

Eligibility Declarations

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

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

1) **Legal Entity of Bidder: _____**

2) **OEM/ Manufacturer/ Agent/ Dealership Status: _____**

3) We ☐are/ ☐are not a JV_____

4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

   a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
   b) (including our Contractors/ subcontractors for any part of the contract):

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

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

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

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

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

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

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

6) **Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Dept. /PSU/ Others:……

b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of ourbeing MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):…….

7) **Start-up Status**

We confirm that we ☐are/ ☐are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier.

(b) We also declare that

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

(a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1annexed herewith.

(b) Agency Agreement shall be submitted with Form 1.4. It shall cover

(i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and

(ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

(c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

(d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.

(e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

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

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

……..

(Signature with date)

……..

(Name and designation)
Duly authorized to sign bid for and on behalf of

…….

…….

[Name& address of Bidder and seal of company]

DA: As in Sr 9 to 14 above, as applicable

Form 1.3: OEM's Authorization

(On Company Letter Head)

(To be submitted as part of Technical bid)

OEM's Name_____

[Address and Contact Details]

OEM's Reference No._____ Date…….

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

Dear Sirs,

Ref. Your Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.

1) We, ----------, are proven and reputable manufacturers of the Tendered Goods. We have factories at----------. We hereby authorise Messrs----------(*name and address of the authorised dealer)*to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is …….., dated/ since……

2) We further confirm that no Contractor or firm or individual other than Messrs. …….. (*name and address of the above-authorised dealer*) is authorized for this purpose.

3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

4) Our details are as under:
   (a) Name of the Company:…….
   (b) Complete Postal Address: …….
   (c) Pin code/ ZIP code: …….
   (d) Telephone nos. (with country/ area codes): ……
   (e) Fax No.: (with country/ area codes): ……
   (f) Mobile Nos.: (with country/ area codes): ……..
   (g) Contact persons/ Designation: …….
   (h) Email IDs: …….

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

Yours faithfully,

……
[signature with date, name, and designation]
for and on behalf of Messrs……
[name& address of the OEM and seal of company]
DA: As above

Form 1.4: Declaration by Agents/ Associates of Foreign Principals

(On Company Letter Head)

(Along with supporting documents, if any)

(To be submitted as part of Technical bid)

Agent's Name_____

[Address and Contact Details]

Principal's Reference No._____ Date…….

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

Dear Sirs,

Ref. Your Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.

We, ……., are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/OEM, Messrs.…….. (*name and address of the principal*) to associate with them for participation in this Tender Process.

1) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

2) The required details are as follows:

   (a) Name of the Agent/ Associate:…….
   (b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
   (c) Year of establishment……..
   (d) Sister Concerns……..,
   (e) Corporate Identity No. (CIN): ……..
   (f) Aadhar Card of Owner/ CEO/ Partner
   (g) PAN number: …….
   (h) Complete Postal Address: ……..
   (i) Pin code/ ZIP code: …….
   (j) Telephone nos. (with country/ area codes): ……
   (k) Mobile Nos.: (with country/ area codes): ……..
   (l) Contact persons/ Designation: …….
   (m) Email IDs: …….
   (n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): …….
   (o) GSTIN number: ……..... in Consignor and Consignee States

(p) Registered office from where agency/association services would be mainly provided for GST Purpose: …….

(q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

3) Details required regarding the foreign principal/ OEM are given below.

(a) Name of the Company:…….

(b) Nationality/ Country of operation/ incorporation……

(c) Status:

(i) manufacturer or

(ii) agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

(d) Complete Postal Address: ……..

(e) Telephone nos. (with country/ area codes): ……

(f) Mobile Nos.: (with country/ area codes): ……..

(g) Contact persons/ Designation: …….

(h) Email IDs: …….

4) *Because of price-sensitive information*, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submitted, on-demand, after the Financial bid opening. It shall contain details of payments of all commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

5) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.

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

Yours faithfully,

……..……..
…….……

[signature with date, name, and designation]

for and on behalf of Messrs……

[name& address of the OEM and seal of company]
DA: 1. As above

Form 2: Schedule of Requirements - Compliance

Schedule of Requirements

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

(On Company Letter-head)

Your Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.

Bidder's Name_____

[Address and Contact Details]
Bidder's Reference No._____ Date…….

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

Tender Title			Supply of Thermal Outer Layer – One Piece.							
Tender Reference No.			NCPOR/PS/AES-12092/GT-32							
Schedule	**Item Sr**	**HSN Code**	**GST %**	**Local Content (%)**	**Description of Goods**	**Quantity**	**Units of Quantity**	**Delivery offered**	**Destination, State**	**Bidder's GSTIN**
1	2	3	4	5	6	7	8	9	10	11

(1) Background of Goods offered:
(2) Transportation:
(3) Delivery Schedule:

Deviations from Schedule of Requirements

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

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

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

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

[name& address of Bidder and seal of company]

Form 3: Technical Specifications and Quality Assurance- Compliance

(To be submitted as part of Technical bid)

(On Company Letter-head)

Tender No. NCPOR/PS/AES-12092/GT-32 for Supply of Thermal Outer Layer – One Piece.
Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Highlight in this form deviations, if any. Submit copies of original test certificates for standards/specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.

SUPPLY OF THERMAL OUTER LAYER – ONE PIECE.

<table>
<tr><th>SR. NO.</th><th>ITEM DESCRIPTION</th><th>Subject</th><th>Confirmation /Deviation / Exception/ reservation</th><th>Justification/ Reason/ Remark</th></tr>
<tr><td rowspan="3">1.</td><td>Supply of Thermal Outer Layer – Expedition Down Suit (Overall One piece)
Total Quantity: 85 Nos.
Make & Model: 'Bergens of Norway' OR substantially equivalent
<table><tr><th>Size:</th><th>Qty.</th></tr><tr><td>XS</td><td>02 Nos.</td></tr><tr><td>S</td><td>02 Nos.</td></tr><tr><td>M</td><td>20 Nos.</td></tr><tr><td>L</td><td>30 Nos.</td></tr><tr><td>XL</td><td>24 Nos.</td></tr><tr><td>XXL</td><td>07 Nos.</td></tr></table></td><td></td><td></td><td></td></tr>
<tr><td>Technical Specifications:</td><td></td><td></td><td></td></tr>
<tr><td>Thermal Outer Layer – One Piece
Item Name- Expedition Down Suit (Overall One piece)
The institute branding must be provided with Logo and Name
Product Specifications:
• Outer fabric: 100 % Polyamide (Nylon)
• Weight: 1700 gm
Additional Features:
• Windproof and water-repellent suit in down
• Hood: Fixed hood with additional inner collar.
• Pockets: Chest pockets and two large inner pocket.
• Ventilation: 2-way zip in front. Full-length zip from the underarm down on both sides.
• Elastic waistband at the back, web belt at the waist.
• Elastic hands and ankle cuffs</td><td></td><td></td><td></td></tr>
</table>

2.	Warranty/Guarantee: The quoted items shall carry a standard warranty from the date of receipt and acceptance of the material at NCPOR against any manufacturing defects. *(The bidder may clearly indicate the standard warranty period.).*			
3.	Catalogue/brochure: The bidder shall submit the complete product catalogue/brochure along with detailed technical datasheet of the offered model along with the technical bid. In case an equivalent make/model is offered, the bidder must ensure that the product meets or exceeds the specified technical requirements. The submitted documents must clearly indicate all the technical specifications, features, standards and performance parameters of the offered product.			
4.	The items are required for Indian Antarctic Expeditions (snow/ice rugged terrain), therefore, all quoted items shall be suitable for extreme cold climatic conditions prevailing in Antarctica.			
5.	The offered items shall meet the stringent requirements for extreme cold weather protection and environment protocol in Antarctica (Arctic Grade).			
6.	Samples shall be provided by the bidder during technical evaluation, if required by NCPOR.			
7.	"The institute branding must be provided with Logo and Name."			
8.	Un-price bid: The Price Schedule format, without mentioning any price, duly signed and stamped, shall be submitted in the Technical Bid, stating that "the Prices are quoted in the same prescribed format and not in any other format".			
9.	Antarctic Standards: The recommended brands adhere to international standards for polar clothing, either EN 342, EN 343, ASTM F2733, and ISO 11079. These brands are widely used by the Antarctic community and meet the stringent requirements for extreme cold weather protection and environment protocol.			

Note: Bidders are requested to mention the relevant page number(s) in the 'Remark's column for all Supporting documents submitted against each line item of compliance

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

……..
(Signature with date)
(Name and designation)

Duly authorized to sign bid for and on behalf of

…….
[name & address of Bidder and seal of company]
DA: Relevant documents like technical data, literature, drawings, and other document

Form 4: Qualification Criteria - Compliance

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender No. NCPOR/PS/AES-12092/ GT-32 for Supply of Thermal Outer Layer – One Piece.

Bidder's Name_____
[Address and Contact Details]

Bidder's Reference No._____ Date…….

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

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

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

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
…….
[name & address of Bidder and seal of company]
DA: As above, if any

Form 4.1: Performance Statement

Statement of Supplies during Last Five Years and Outstanding Current Orders

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender No. NCPOR/PS/AES-12092/ GT-32 for Supply of Thermal Outer Layer – One Piece.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

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

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

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of
…….
…….
[name & address of Bidder and seal of company]
DA: Performance records/ contracts

Form 5: Terms and Conditions - Compliance

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender No. NCPOR/PS/AES-12092/ GT-32 for Supply of Thermal Outer Layer – One Piece.
Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

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

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

……..
(Signature with date)
……..
(Name and designation)

Duly authorized to sign bid for and on behalf of
…….
…….
[name& address of Bidder and seal of company]
DA: If any, at the option of the Bidder.

Form 6: Check-List for Bidders

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender No. NCPOR/PS/AES-12092/ GT-32 for Supply of Thermal Outer Layer – One Piece.
Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration (s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4.	If applicable, Form 1.3: OEM's Authorization Form duly filled up (if applicable to Bidder concerned)	
4.a	Self-attested copy of Registration certificates etc. of the OEM/ principal	
4.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of OEM/ Principal	
5.	If applicable, Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs	
5.a	Self-attested copy of Registration certificates etc., of the agent/ dealer.	
5.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.4 of Agent Dealer	
6.	Form 2: 'Schedule of Requirements - Compliance	
7.	Form 3: Technical Specifications and Quality Assurance - Compliance	
7.a	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
8.	Form 4: Qualification Criteria - Compliance	
8.a	Documents Attached supporting the compliance to qualification criteria	
9.	Form 4.1: Performance Statement	
9.a	Documents/ contracts supporting the performance statement	

10.	Form 5: Terms and Conditions- Compliance	
10.a	Documents if any at the option of Bidder, supporting deviation	
11.	Form 6: This Checklist	
12.	Form 7: Price Bid (FORM 7A & FORM 7B)	
	FORMATS	
I	Format 1.1: Bank Guarantee Format for Performance Security	
II	Format 1.2 : BANK GUARANTEE FORMAT FOR FURNISHING EMD	

……..
(Signature with date)
……..
(Name and designation)

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

[name& address of Bidder and seal of company]

FORM 7: PRICE BID

FORM 7 A : PRICE SCHEDULE (FOR INDIAN BIDDER)

Name of the Bidder_____
Tender No._____

1	2	3	4	5	6	7	8	9	10	11	12
SI No.	Item Description with HSN Code	Country of Origin	Unit	Quantity	Unit Rate Ex-works, Ex-ware House, Ex-Show Room, of the shelf price	Total Price Ex-works, Ex-ware House, Show Room, of the shelf price (5x6)	GST/IGST & other taxes, if any	Packing & forwarding charges up to the station of delivery *(if any)*	Charges for Transportation, insurance up to the destination NCPOR, Goa, India	Other charges, *(if any, please specify)*	**Grand Total (7+8+9+10 +11)**
1	Supply of Thermal Outer Layer – One Piece.										
	Size-S		Nos.	02							
	Size-XS		Nos.	02							
	Size-M		Nos.	20							
	Size-L		Nos.	30							
	Size-XL		Nos.	24							
	Size-XXL		Nos.	07							

Total Bid price in INR currency……..

Name of the Bidder : …….

In words …….

Indian agents name & address …….

Signature : ……

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

Company Seal : …….

Prices should be quoted in the above format only.

FORM 7 B : PRICE SCHEDULE (if the material is being offered from ABROAD)

Name of the Bidder_____
Tender No._____

1	2	3	4	5	6	7	8	9	10	11	12
Sr No.	Item Description with HSN Code	Country of Origin	Unit	Quantity	Unit price FOB- port of shipment Indicating currency	Total price FOB- port of shipment Indicating currency & post of shipment (5x6)	Charges for Insurance & transportation to port/place of destination	Total price CIF/CIP *(retain one only)* (7+8)	Indian Agents Commission as a percent & Amount of FOB price *(if applicable)*	Other charges, *(if any, please specify)*	**Grand Total (9+10+11)**
1	Supply of Thermal Outer Layer – One Piece.										
	Size-S		Nos.	02							
	Size-XS		Nos.	02							
	Size-M		Nos.	20							
	Size-L		Nos.	30							
	Size-XL		Nos.	24							
	Size-XXL		Nos.	07							

Total Bid price in Currency……Grand Total in words…….

(a) Indian agents name & address …….
(b) Approx. Shipment weight and volume ……
(c) Other Charges if any: Pl. specify/ add separate sheet if required. ……

Name of the Bidder :

Signature :

Company Seal :

(d) The Indian agents commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with GCC.

Prices should be quoted in the above format only.

FORMAT

Format 1.1: Bank Guarantee Format for Performance Security

To,
National Centre for Polar & Ocean Research
Headland Sada
Vasco-da-gama, Goa 403 804

Dear Sir,

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

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

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

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

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

3.2 That the materials supplied under the said contract shall be new and in accordance with contract documents and be free from all defects in design, engineering, material workmanship and performance including modifications, improvements and replacement for a period of _____ calendar months from the date of commissioning/ _____ months from the date of receipt of materials by the PURCHASER and that upon written notice from

the PURCHASER, the CONTRACTOR shall remedy free of expenses, to the PURCHASER, such defects as notices and developed under the normal use of the materials supplied, within the said guarantee period.

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

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

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

7.0 The bank also agrees that the Purchaser shall be entitled at his opinion to enforce this guarantee against the Bank as a principal debtor, in the first instance not withstanding any other security or guarantee that it may have relation to the CONTRACTOR' s liabilities.

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

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

WITNESS:

1.---------- SIGNATURE----------
(Signature with name in block letters and with designation) (Printed Name)

Designation----------

2. ----------
(Signature with name in block letters and with designation)

Bank's Common Seal:-

Format 1.2: BANK GUARANTEE FORMAT FOR FURNISHING EMD

To,

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

Headland Sada, Vasco-da-Gama, GOA 403 804, INDIA

Whereas _____*(name & address of the tenderer*_____ (Hereinafter called the "tenderer" has submitted their offer dated _____ for the supply of _____(Herein after called the "tender" WE_____ _____of having our registered office At _____ (Hereinafter called the Bank) are bound unto the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH, Ministry of Earth Sciences, Govt. Of India having its office at Headland Sada, Vasco Goa 403 804, India (herein after called NCPOR which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) in the sum of _____ for which payment will and truly to be made to NCPOR, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____day of _____2026.

THE CONDITIONS OF THIS OBLIGATION ARE:

1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

2) If the tenderer having been notified of the acceptance of his tender by NCPOR during the period of its validity.

2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract.

2.b) Fails or refuses to execute the contract.

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

This guarantee is valid until the _____ day of _____2026.

Signature of the bank

(Bank Guarantee should be valid for 180 days from the date of bid submission date)