


राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केन्द्र NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH	सविदा आमंत्रण सूचना(नन.आ.स.) NOTICE INVITING TENDER (NIT)	
निविदा संख्या/ Tender No.	NCPOR/ VOM-12016/2/2025 dtd 09.02.2026	
कोजारी/ Tender Title	“Running, Operation, Maintenance and Management for ORV Sagar Kanya”	
निविदा प्रणाली/Tender Mode	Open Tender Two Bid from Indian Bidders	
निविदा जारी होने की तिथि/Tender Issue date	09.02.2026	
Pre-Bid Meeting	20.02.2026 (1100 hrs)	
निविदा बंद होने की तिथि समय/Tender Closing Date and Time	06.03.2026 (1600 hrs)	
निविदा खुलने की तिथि समय/ Tender Opening Date and Time	09.03.2026 (1100 hrs)	
Submission of EMD/ ईएमडी जमाकरना	INR. 37,50,000/- a) Original EMD should be submitted as part of technical bid.	
निविदा प्रलखे उपलब्धि स्थान/ Tender Documents available place	Official website of NCPOR and CPP portal.	
पत्राचार के लिए पता / Address for Correspondence	The Director, National Centre for Polar & Ocean Research, (Ministry Of Earth Sciences), Headland Sada, Goa, India. Tel : 0832-2525501 Email : director@ncpor.res.in (Attn: Scientist I/c, Vessel Operation & Management, NCPOR. Goa, prv1@ncpor.res.in)	

National Centre for Polar & Ocean Research
(Ministry of Earth Sciences)
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BID PREPARATION AND TENDER SUBMISSION PROCEDURE

INSTRUCTIONS FOR BIDDERS

INTRODUCTION

National Centre for Polar & Ocean Research (NCPOR), an autonomous body under the Ministry of Earth Sciences is the nodal organization for polar research in India. NCPOR also carrying out other Oceanographic and Geoscience studies in Indian Ocean region..

Notice Inviting Tender Document

NCPOR invites Bids for the **Total Management of NCPOR Research Vessel ORV Sagar Kanya** as per specifications attached in Special Conditions of Contract (SCC) and as per details given below.

1. **A. Submission of bids:**

Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid in the prescribed format under sealed covers. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also enclose copies of all the requisite documents i.e. other certificates/documents specified in the tender documents.

The offer should be submitted in two sealed envelopes as PART ‘1’ and PART ‘2’.

Part-1 should contain only Techno-Commercial Bid and duly signed blank price bid (without indicating the cost) containing entire details. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.**

Part-2 should contain only the price bid indicating the cost.

The Part-1 (Technical bid) and Part-2 (Price bid) in sealed envelopes together to be submitted in a separate outer cover, with superscription ‘TENDER FOR RUNNING, OPERATION, MAINTENANCE AND MANAGEMENT FOR NCPOR RESEARCH VESSEL – ORV SAGAR KANYA; DUE DATE & TIME: XXXXXXXXXX’

Exchange of covers Part ‘1’ and Part ‘2’ and enclosing the price bid along with the techno-commercial bid in a single cover shall lead to disqualification of the bid.

Complete information along with supporting documents / evidences for the items listed in **Chapter – 3** must be furnished in all respects in Part ‘1’ – Techno-Commercial (un-priced) bid; failing which, the bid is liable for rejection. This shall form the basis for technical evaluation of the bids. Bidders are requested to satisfy themselves with the adequacy of documents produced. NCPOR shall be at its liberty to decide on the technical capability of the bidders, without any further reference or calling for missing information.

The price bid – Part ‘2’ containing the break-up for the activities mentioned in the scope of work and also specified in the documents, shall be submitted in the prescribed format as at Annexure-II.

1. **B. Evaluation of Bids**

i. 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

NCPOR. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document (NIT & SCC and Corrigendum).

ii. 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: which affects in any substantive way the scope of work, quality, or performance of the service;

(a) which limits in any substantive way, inconsistent with the Tender Document, the NCPOR's rights or the Bidder's obligations under the contract.

2. The decision of the NCPOR shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

3. The NCPOR reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the NCPOR 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 non-responsive.

iii. Clarification of Bids and shortfall documents;

During the evaluation of Techno commercial or Financial Bids, the NCPOR may, at its discretion, but without any obligation to do so, Seek Bidder to clarify its bid by a specified date or time. Bidder should reply or clarify within that specified date (or, if not specified, within 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

The NCPOR 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.

iv. Contacting NCPOR during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the NCPOR on any matter relating to the submitted bid. If a Bidder needs to contact the NCPOR 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 NCPOR 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.

v. 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 commercial conditions of the offered service 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. NCPOR reserves its right to consider and allow minor deviations in technical and Commercial Conditions.

vi. Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and technical requirements, other clauses of the Tender Document and pre-bid amendments/clarifications (if any) as per NIT, SCC. The NCPOR shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Bidder must also comply with the terms of Performance Bond/ Security, Force Majeure, Taxes & Duties, payment, and Code of Integrity, etc.

vii. Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above 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 informed to the qualified bidders.

viii. Evaluation of Financial Bids and Ranking of Bids

Unless otherwise stipulated, 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 for overall scope.

2. **This NIT** shall form part of the Letter of Intent (LOI) & Contract document.

INSTRUCTIONS TO THE BIDDER

3. **Pre Bid meeting:**

Pre bid meeting shall be held on **xxxx at xxxxx** to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email on or before **xxxxx at xxxxx** to prv1@ncpor.res.in.

Corrigendum issued based on pre bid meeting clarification shall form part of the tender and the LOI/Contract which will be issued /placed with the successful bidder.

4. **Security**

Any information / material / document supplied along with this tender or after placement LOI Should not be disclosed or copied without written permission from NCPOR. NDA as per Annexure-F to be submitted by bidders.

5. **Contacting NCPOR**

No correspondence / discussion /visits whatsoever will be entertained on the subject unless

specifically called by this office after opening the tender for clarifications. Any violation of this will render the quotation as invalid. However, if the bidder requires any clarification on the bid, the query may be mailed to the mail ID prv1@ncpor.res.in.

6. Tender Opening:

All the bidders can participate in the tender opening with proper authorization letter from the respective bidding Company.

7. Default in Performance:

If any Contractor is not successfully discharging their contractual obligations against the LOI /contract placed on them by NCPOR within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NCPOR reserves the right to suspend such Contractor from participation in future tenders of NCPOR for a minimum period of three years after encashing /forfeiting the EMD / Performance Security submitted by the contractor. Even after revoking the suspension period if the Contractor's performance still continues to be the same without any improvement, NCPOR reserves its right to BAN such contractor permanently from participation in all the tenders of NCPOR and other organizations under MoES.

8. LOI Acceptance:

A Letter of Intent (LOI) will be issued to the successful lowest bidder. The successful bidder (contractor) should accept LOI within 14 days from the date of the LOI issuance by NCPOR through email, failing which it shall be presumed that the contractor is not interested, and the EMD submitted by the Successful bidder will be encashed/forfeited. The copy of the Performance Security (PS) should be submitted along with the LOI acceptance and original through courier.

9. Service: Successful bidder shall sign the contract within 15 days from the date of LOI acceptance. The work should commence only after signing of the contract between the successful bidder and NCPOR.

10. Signing of Contract:

A contract should be signed on INR 1000 non-judicial stamp paper, within 15 days from the date of LOI acceptance. The successful bidder should submit Power of Attorney and Board Resolution Copy for the official who is authorized to sign the contract with NCPOR. If the contract is signed by the Director of the successful Bidder company, then copy of the memorandum of Association (MOA) to be submitted. Any deviation or non-compliance on the time-line of Clause number 44 will be invoked.

11. One Bid per Bidder:

A firm shall submit only one bid., if a bidder submitting more than one bid for the same company will result in rejection of all the bids.

12. Techno-Commercial Criteria

a) Technical Criteria

1. The prospective bidder must be a reputed Shipping Management company having a registered office in India fulfilling all the eligibility criteria as specified in the following paragraphs. Necessary documents in satisfactory proof of each of the criteria stated below are to be submitted as part of the Technical Bid/offer.

2. The prospective bidder has to fulfill the following conditions to get themselves technically qualified for the tender.
 - a. The bidding firm should have atleast 5 years (as on 31.03.2025) experience of the mentioned services as per work scope. Offers from stand-alone bidders will only be considered, and not from bidders joined together with others. Consortium & JVs bids will not be allowed. (However, if any potential bidder is not having requisite experience and expertise in ship-catering and maintenance of onboard machineries, arrangement with firms with such expertise through legally enforceable agreement can be considered. Bidders having such an arrangement should produce the relevant documentary proof with technical bid.)
 - b. The bidding firms must have prior experience of similar work in maintenance, manning and operation of atleast 2 foreign going vessels of minimum 4000 GT each for a period of minimum one year continuous operation with atleast one vessel having DP/diesel-electric propulsion for the last 5 years ending March 2025. The reference vessels of experience to be minimum of 70m LOA and should have more than 20 days endurance at sea. Eligible firms to produce documentary evidence for satisfactory Management of vessels. The firm to provide performance certificate, work orders, track record, etc., for each and every contract being claimed as experience by the bidders.
 - c. The bidding firms shall have shore-based maintenance establishment /contract with DGS authorized service provider throughout the contract period to carry-out any running Maintenance of Machinery, Equipment including navigational and communication equipment onboard these vessels.
 - d. The firm should have atleast 01 Superintendent who has experience in managing and operating DP vessels for 02 years OR the firm should have atleast 02 superintendents having experience of operating and managing a DP class vessel atleast for one year. Necessary documents in proof to be provided.
3. Management capabilities: The bidding firm should have an established Business-house and should have enlisted/own Agents in all major Indian ports. If not own agency, an MOU with a shipping agency is to be submitted along with the bid. Details with documentary evidence are required to be produced by the bidding firm. The shipping agent should have at least five years of experience as on 31.12.2025, in all shipping-agency related works with good knowledge of Government of India procedures on documentation.
4. Management Experience: The technical personnel operating and manning the office should have a minimum of five years experience as on 31.12.2025 in vessel management and operations. The technical personnel shall comprise of one Certified Marine Engineer with MEO Class 1 and one Master mariner (Master FG) certificate holder and two Marine Engineers with experience in Marine/Electrical and Electronics Engineering.
5. The catering and housekeeping services should have a minimum of three years experience in marine operations under their control either on own or through a sub-contract.
6. Bidding Firm should have to provide valid Document of Compliances (DOC) for “other cargo ships” type.
7. For each of the above criteria, necessary documents in proof to be submitted along with the Technical bid that shall satisfy the criteria irrespective of whether this documents

requirement is stated against each criteria or not. Technical compliance check list may be filled in and submitted

8. One soft copy of PART 1 - Techno-commercial bid is also to be submitted in flash drive.

b) Financial Criteria

- 1 The average annual gross billing/turnover of the bidder during the last three consecutive years, ending on 31st March 2025, should be at least INR 30 crores as per the annual report (a. audited balance sheet and b. profit & loss account report to be submitted) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.
- 2 The net worth of the Bidder firm should not be negative year ending 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in last three years, year ending 31.03.2025. Certification of CA for the same to be submitted.
- 3 The firm may also have to provide a detailed presentation, if required, during the bid evaluation process explaining/clarifying the details on technical criteria, shore office facilities, Officers & crew manning plan, scientific equipment services, Catering & Housekeeping services plan with manpower details, port-call services plan, agency services at ports, repairs & maintenance plan for all onboard equipment machinery and financial details indicating financial strength and adequate cash flow for management of the vessel

BIDDING CONDITIONS

13. Due date Extension. Corrigendum to NIT:

Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting if any will be notified in NCPOR website and NIC CPP Portal. Hence bidders are requested to visit the above websites for such due date extension and corrigendum if any.

14. In case of the unscheduled holiday at NCPOR

Being declared on the prescribed closing /opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing /opening of the tender.

15. Un solicited correspondences:

NCPOR will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

16. Submission of tender:

Submission of tender by any Indian bidder implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done and conditions of the NIT and SCC. Conditional offers are liable for rejection. Bidders shall submit their tenders as per instructions well before the due date and time.

17. Non Receipt of Tender:

It is the responsibility of the bidders to see that their offers in sealed covers reach the above address by due date and time. The fact that the offer has been posted in time will not bind NCPOR for considering the offer, in case such an offer is delayed in post or mislaid/misdirected due to incomplete or incorrect address / superscription or other causes.

18. Bid Validity:

Bids shall remain valid and open for acceptance for a minimum period of **90 days** from the date of opening of Un-priced Techno-Commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NCPOR to seek additional documents towards evaluation of techno-commercial criteria and/or in ensuring conformance to the specifications /requirements of the tender. In the event of any delay in evaluation attributable to the bidder, bidders shall extend the tender validity by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

19. Bid validity extension:

In exceptional circumstances, prior to expiry of the original Bid validity period, NCPOR may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the bid as requested by NCPOR as per the bid security declaration [Annexure-D] submitted.

20. Conditional offers

Any Conditional Offer /quotations shall not be accepted and shall be treated as invalid tender and liable for rejection.

20 a. Acceptance of bids: NCPOR may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NCPOR also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NCPOR is not bound to accept the lowest tender. NCPOR expects full technical compliance and full scope of integrated service as per scope/tender specification/pre-bid clarifications (if any) and do not accept partial tenders.

21. EMD / Bid Security:

The EMD / Bid security is mandatory requirement and should be submitted along with the technical bid for the value indicated in this tender document as detailed below. Bids without EMD will be summarily rejected.

- a) By Demand Draft / Banker's Cheque drawn in favour of " THE DIRECTOR, NCPOR", payable at Vasco-da-Gama (or)
- b) Bank Guarantee as per prescribed format [Annexure-B] issued by an Indian nationalized bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid. (or)
- c) Insurance Security Bond (or)
- d) Fixed Deposit Receipt (or)
- e) Online payment in an acceptable form.

If the EMD is not submitted along with Techno-commercial (Part-1), The bid will be summarily rejected. The original EMD should be submitted (or) reach NCPOR on or before closing date the time of the tender.

MSME Clause:

"Micro and Small Enterprises (MSE's) are exempt from submission of EMD (Bid Security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed bid securing declaration (format enclosed at Annexure-E) along with the relevant and valid exemption certificate issued by the appropriate authorities, accepting that if they withdraw or modify their bids

during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years from being eligible to submit bids for tenders with NCPOR and all the departments/organizations under MoES.

MSME Conditions:

(a) the MSE bidders to note and ensure that nature of services mentioned in MSE's certificate matches with the nature of the services to be supplied as per tender.

Start-up Enterprises:

An entity shall be considered as a 'Start-up' as defined by DPIIT. An entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.

A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification

Relaxation to Start-ups

Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration, format at Annexure -D)

22. Conditions for EMD/Bid Security:

EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or placement of LOI whichever is later.

EMD may be forfeited:

- a) If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect, its bid during the period of bid validity specified by the bidder on the bid form; or
- b) In case of a successful bidder, fails to furnish LOI acceptance within 7 days of the LOI and /or fails to furnish Performance Security.

EMD for a successful bidder shall be

- a) adjusted against performance security payable, if EMD is submitted in the form of DD and,
- b) refunded, if performance security is paid in full / performance security is submitted in the form of Bank Guarantee.

23. Signing of bids:

Each page of the tender and tender document shall be signed by the bidder

24. Submission of the compliance sheets along with tender

Submission of all compliance sheets as per Annexure-A.

Technical & commercial compliance sheets along with their documentary evidence and offer as per Chapter -3 - check list for technical bid submission. Tenders without compliance sheets will not be evaluated. The price bid should be unconditional.

25. Bid or modification to bids:

Bid or modification to bids received after closing date and time shall not be considered. Such modified bid together with original bid will summarily be rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NCPOR. Such unsolicited communication will result in rejection of the tender submitted by the bidder and other action as per GoI guidelines.

26. Canvassing:

Exerting pressure and/or offering induce meant in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

27. Award of the Contract:

NCPOR shall place the LOI to the successful bidder as per NIT / SCC / Corrigendum terms only. Model Contract is provided herewith as Annexure-III. In the event that any clause included in the tender document is inadvertently omitted from the model contract, such clause shall be incorporated at a later stage during finalisation of the contract, without prejudice to the intent and conditions of the tender.

28. Commercial compliance shall be uploaded along with the offer as per the NIT.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

29. Currency of bids:

Prices should be quoted in Indian Rupees (INR) only and Payments shall be made in Indian Rupees only.

30. Time of Commencement of the Service :

The Running, Operation, Maintenance and Management for NCPOR Research Vessel – ORV Sagar Kanya **as per tender technical specifications / scope should commence within 30 days from the date of signing of the contract between the successful bidder and NCPOR.** The contractor will be subject to continued progress monitoring by the NCPOR and any short fall in the proposed physical progress and work scope shall be made good at the earliest opportunity. However, in the assessment of NCPOR that contractor is not committed to ensure timely performance, NCPOR can take any action including the Risk Purchase guidelines of Govt. of India and in public interest to ensure timely completion of the work without cost and time over run. Time is the essence of the contract. Contractor shall ensure that the entire contractual obligations are fulfilled / completed well within guaranteed completion period.

31. Delay in completion/Liquidated Damage (LD):

If the successful bidder fails to complete the Entire Scope of work or fails to accept the vessel and such delay [based on the contract clause 43] is attributable to the successful bidder, NCPOR shall recover from the contractor as penalty a sum of 1% of the contract value of the respective year for each calendar week of delay or thereof for the that particular activity of delay. The total penalty shall not exceed 10% (ten percent) of the contract value of the respective year.

32. Insurance:

32.1 The Hull & Machinery and Group Personal Insurance for Supernumeraries (H&M-GPA) and Protection & Indemnity (P&I) insurance for ORV Sagar Kanya shall be renewed by the successful bidder whenever the policy is due for the vessel.

32.2 The H&M-GPA insurer to be identified through ~~limited~~ tender process from Public Sector Undertaking (PSU) firms only with the approval of NCPOR.

32.3 The P&I insurer to be identified through tender process from firms under P&I club empanelled with DG shipping. The successful bidder is to obtain quotes and submit the comparative statement to NCPOR for approval.

32.4 The final copies of the insurance policies shall be submitted to NCPOR for record purposes.

32.5 The payment paid for insurance premium can be reimbursed from NCPOR at actuals, on submission of original payment receipt. In addition to the above, any other insurance if required to be taken for any other purposes as required by the bidder, may have to be directly taken at the bidder's cost.

33. Service contract Insurance:

Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things. NCPOR shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses.

“The Insurers hereby waive their rights of subrogation against National Centre for Polar and Ocean Research, or any of their employees or their subsidiaries, affiliates or assigns.”

34. Force Majeure:

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NCPOR either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, Tsunami, earthquake, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify NCPOR in writing of such conditions and the cause thereof. Unless otherwise directed by NCPOR in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

35. Taxes and duties:

GST will be paid as per applicable HSN Code to that extent.

Deductibles:

- a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as per the extant government norms. Valid Permanent Account Number (PAN) is mandatory.
- b) **GST-TDS:** GST-TDS is deductible on supply of goods or Service in respect of Intra-State supplies per the extant government norms and in case of Inter-State supplies@ the rate of 2% IGST from the payment made or credited to the supplier of taxable goods or Service. GST-TDS is deductible as per the Government norms.

36. Performance Security (PS):

- a. The successful bidder (contractor) should deposit 10% of the total annual contract value as Performance Security **within 15 days** from the date of issue of LOI. Further, Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations as per the work scope. In case of any delay in signing the contract / commencement of services by the contractor onboard, the PS to be accordingly extended within 03 months of the commencement of contract.
- b. The PS should be submitted for each year separately @ 10% of the annual contract value. The successful bidder should submit 2nd year PS within one week from the date of the contract renewal and before expiry of the 1st year PS. Similarly, the 3rd year PS should be submitted within one week from the date of the contract renewal and before the expiry of 2nd year PS.
- c. The first year PS will be discharged after accepting the 2nd year PS and 2nd year PS will be discharged after accepting 3rd year PS. The 3rd year PS will be discharged after a period of sixty days beyond the date of completion of all contractual obligations of the supplier as per GFR guidelines.

The value of performance security shall be at prevalent rates and as per Govt. of India directives in force from time to time in one of the following forms:

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of “ THE DIRECTOR, NCPOR”, payable at Vasco-da-Gama in INR),
- (3) Fixed Deposit Receipt from any Commercial Bank.
- (4) Bank Guarantee from any of the Commercial Banks (Format at ANNEXURE – G).
- (5) Online payment in an acceptable form.

Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NCPOR reserves its right to cancel the LOI and the EMD submitted shall be forfeited.

The performance security shall be refunded / discharged after virtual completion certification of the work scope as per the contract. The performance security shall be liable to be forfeited at the option of NCPOR, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the Contract.

NCPOR shall be at liberty to deduct /recover any of their dues from the performance guarantee. All compensation or any other sums of money payable by the Contractor to NCPOR under the terms of the Contract may be deducted from or paid by encashment/ adjustment of a sufficient part of the performance guarantee or from any sum due or maybe come due to the Contractor by NCPOR on any account whatsoever and in the event of his Contract Performance Guarantee being reduced by reason of any such deduction or encashment as afore said, the Contractor shall within fifteen days thereafter, make good the amount so reduced, in the form of Bank Guarantee in the prescribed format. If not made good within the said period, if NCPOR feels in public interest to terminate the contract and complete the work at the risk and cost of the contractor.

37. Termination of contract by NCPOR:

- a) The contract shall become effective from the date of signing of contract and the contract shall automatically get terminated after successful completion of all contractual obligation as per the terms of the contract.

- b) I) Termination of the contract due to breach of contract by the contractor
- II) Termination of contract due to default,
- III) Termination of the contract due to insolvency,
- IV) Termination of the contract for convenience.
- V) Termination of contract for not providing satisfactory services

If the termination of the contract happens due to the above factors, [(i), (ii) & (iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent. If the settlement is not fruitful, the parties can proceed for Mediation/arbitration/Dispute as per the clause 38. During this process the contract will be in live and continue to be live till the termination notice is issued. If the contract is terminated due to the any factors above, except (iii) depending on the merit of the case, the contractor shall be suitably compensated and mutual agreed terms for terminating the contract shall be arrived with the consent of IEMs.

38. Mediation/Arbitration/Dispute

In the event of any dispute at any time during the entire duration of the contract, both the parties shall try to resolve through mutual decisions to resolve such disputes as far as possible. In case of the same is not resolved, parties will submit for mediation to IEM under the integrity pact and as per extent instructions of Govt. of India for resolution. No party shall rush to any court of law without completion of the mediation process directed in Dept. of Expenditure order no. F.11212024-PPD dated 03.06.2024. In the event of any disputes, differences, interpretation or application relating to this agreement arise, the same shall be settled amicably by the parties.

In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Mediation by any authority to be appointed as Mediator by the NCPOR.

However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party, if any. The Jurisdiction / venue for arbitration will be at Goa.

39. Indemnities:

The Contractor hereby agrees to indemnify and hold harmless NCPOR, its Director, officers and employees, from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:

- i) Breach of this contract / Agreement by the Contractor.
- ii) Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender.
- iii) Violation or contravention of any Legislation on the part of the Contractor.
- iv) Any negligence or willful misconduct of Contractor, which violates any provision of this Agreement.
- v) Infringement of any intellectual property belonging to any third party by the Contractor.
- vi) Any breach of an agreement or misunderstanding between Contractor and any and all Third Parties due to which a liability arises on NCPOR.
- vii) Any claim that any representations or warranties contained herein are not true or any breach

thereof.

- viii) Any loss or damage caused by the Contractor to NCPOR, its personnel or property.
- ix) Any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NCPOR has arisen.
- x) Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder.
- xi) Any obligation of the Contractor performed by NCPOR under this Agreement or under any Legislation.
- xii) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- xiii) Unauthorized obstruction or nuisance caused by the contract or in respect of Public or Private Road, railway tracks, foot paths, crane tracks, waterways, quays and other properties belonging to any person.
- xiv) Damage / injury caused to any high way and bridge on account of the movement of Contractor's equipment and materials in connection with the work.
- xv) Pollution of water way and damage caused to river, lock, seawall or other structure related to waterway, in transporting contractor's equipment and materials, except where such pollution is normal to the activities carried out.

40. Assignment and Subcontracting

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this contract without a formal written request and approval by NCPOR. Contracting arrangements for the purpose of qualifying shall be ensured throughout the currency of contract and not subject to any change post award of contract.

41. Pre-Integrity Pact

NCPOR has to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the successful bidders with NCPOR committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. The bidders shall agree to enter in to such an integrity pact with NCPOR as per integrity pack format Attached at Annexure-C.

42. Consolidated timeline of the contract

- a. The LOI acceptance is to be submitted within 14 days from the date of LOI issue.
- b. Performance Security should be submitted within 15 days of the LOI issue.
- c. Signing the contract shall be executed within the 15 days from the date of LOI acceptance.
- d. Vessel should be accepted by the successful bidder within 30 days from the date of Signing the Contract.
- e. The works shall be carried out as per the contract terms and conditions without any deviations.

If any deviation / Non-compliance on the above time-line, it shall be considered as non-compliance of the tender conditions, the clause number 32 & 37 or separately will be invoked/applied suitably.

43. Negotiations:

Normally, there will not be any negotiation. Negotiations shall be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, it will be held only with the lowest acceptable bidder (L1).

44. Tolerance clause:

In terms of duration: For a period of one year. NCPOR shall accept increase or decrease in the number of days by 30 days (~1 months) which shall be the tolerance in terms of time.

45. Intellectual Property:

NCPOR shall have a right of use to all deliverables provided by CONTRACTOR for the ordinary purpose of this contract and make similar systems in the future.

Annexure-A - Commercial Terms Compliance sheet (To be filled by bidder)

Sl.No	Particulars	Compliance	Page Ref
1.	Whether every page of the tender document is signed along with the other documents.		
2.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the taxes to be strictly indicated and the copy of the certificates enclosed)		
3.	Whether EMD for Rs. 37,50,000/- is submitted along with the Technical bid Part 1?		
4.	Whether accepted to submit the LOI acceptance within 14 days from the date of receipt of the LOI?		
5.	Whether submission of 10% of the contract value as Performance Security is acceptable?		
6.	Whether Quote is valid for 90 days from the date of tender opening or time specified in the tender document whichever is later?		
7.	Whether payment terms of the tender are complied with?		
8.	Whether item-wise price is quoted as per price bid and quoted price is realistic?		
9.	Whether liquidated damage as specified in the NIT accepted unconditionally?		
10	Whether duly signed un-priced commercial bid (Part-2) is Submitted along with (Part-1) Technical Bid?		
11	Whether the contract tenure is acceptable as per the tender, and firm availability complied as per clause 30		
12.	Whether a copy of your GST/TIN/ST Registration certificates and PAN details are submitted		
13.	Whether the Integrity Pact is signed and submitted.		
14.	Whether clause no.20 is acceptable		
15.	Whether clause no.42 is acceptable		
16.	Whether all relevant document prescribed in the Techno-commercial criteria [as per clause 13] are enclosed		

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be stamped in accordance with the stamp Act)

Bank Guarantee No. _____ Date : _____

Valid up to : _____ Amount : _____

To
The Director,
National Centre for Polar & Ocean Research,
Headland Sada,
Goa, INDIA

Dear Sir,

1. Whereas _____ (Hereinafter called the “bidder”) has submitted their bid offer no: _____ dated _____ for the services as Consultants for Research Vessels (Herein after called the “tender”) against the NCPOR tender no. _____

2. 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 _____ 20__.

3. THE CONDITIONS OF THIS OBLIGATION ARE:

- i) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this bid offer.
- ii) If the bidder having been notified of the acceptance of his bid by NCPOR during the period of its validity and
 - a) if the bidder fails to furnish the Performance security for the due performance of the contract, and/or
 - b) if the bidder fails or refuses to execute the contract.

4. We undertake to pay NCPOR up to the above amount upon receipt of NCPOR's 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.
5. The Bank also undertakes that NCPOR at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.
6. This guarantee is valid until the _____ day of _____ (Validity upto 90 days from the date of technical bid opening).
7. In case of failure to furnish Performance Bank Guarantee in the format prescribed by NCPOR by the required date, the claim must be submitted to us within 60 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 60 days after the said date/extended date, rights of NCPOR under this guarantee shall be valid and shall not cease until we have satisfied that claim.
8. We also agree that this Guarantee shall be governed by and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts. The Bank also agrees that courts of the place from where Tenders have been invited shall have exclusive jurisdiction.

In witness where of the bank, through its authorized officer has put its hand and stamp on this day of _____20-_____at_____.

Signature of the bank

(Name of Bank Officer, Designation, Code No., Address & Telephone No.)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____, between on one hand, The Director, NCPOR, Ministry of Earth Science, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and represented by M/s _____, (hereinafter called the BIDDER " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes a service for **“Running, Operation, Maintenance and Management of NCPOR Research Vessel ORV Sagar Kanya”** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudices dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantages from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted

or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defect stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other Intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies ACT1956.

3.13 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount Rs. 37,50,000/- as Earnest Money/Security Deposit, with the buyer as per the following instruments:

i) A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payments.

ii) Any other mode or through any other instrument The Earnest Money/Security Deposit shall be valid for 60 days beyond the validity of the bid.

iii) In case of the successful BIDDER a clause would also be incorporated in the Article

pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

iv) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption ACT, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded for a period of 3 years from the date of the signing contract.

8. Independent Monitors

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

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Sector 7 Dwaraka,

New Delhi 110075

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

But the parties accept that the Monitors have the right to access all the documents relating to the project /procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform

the Authority designated by BUYER.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is these at of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. The bidder shall not approach courts while representing any matter to IEMs and the bidder will await IEMs decision in the matter.

12. Validity

The validity of this Integrity pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this pact turn out to be invalid; the remainder of this act shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties here by sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

SCC (Special Conditions of Contract)

TENDER SPECIFICATION FOR

**“Running, Operation, Maintenance and Management of
NCPOR Research Vessel ORV Sagar Kanya including
manning, catering, operation and maintenance of
onboard vessel machineries”**



**National Centre for Polar & Ocean Research
राष्ट्रीय ध्रुवीय एवं महासागरीय अनुसंधान केंद्र**

**(Ministry of Earth Sciences, Government of India)
(पृथ्वी विज्ञान मंत्रालय, भारत सरकार)**

Headland Sada, Goa-403 804.

हेडलैंड सदा, गोवा-403 804

SPECIAL CONTRACT CONDITION (SCC)

National Centre for Polar & Ocean Research (NCPOR) manages Ministry of Earth Sciences (Govt. of India) owned Research vessel ORV Sagar Kanya. This vessel is being utilized for scientific research and operations viz., Deep Ocean Mission programmes , Bathymetry survey of Exclusive Economic Zone [EEZ], , Geo-scientific studies, deployment & retrieval of Ocean observation buoys, testing of various underwater components, Coastal Environmental study, Sea Water Quality Monitoring, polymetallic nodule exploration, international collaborations , and various other programmes of MoES in the Indian Ocean region.

NCPOR, Ministry of Earth Sciences (Govt. of India) invites bids from reputed firms for **Running, Operation, Maintenance and Management (ROMM) of NCPOR Research Vessel ORV Sagar Kanya including manning, catering, operation and maintenance of onboard vessel machineries** in the prescribed format. The contract is for Running, Operation, Manning, Maintenance, Catering for the Crew and Scientists and Housekeeping of the Research Vessel of the NCPOR i.e. ORV Sagar Kanya for a period of 3 years initially valid for one year and can be extended for 2 more years on yearly basis based on the performance of contractor which will be reviewed by an expert committee of NCPOR. The review for extension of the contract for the subsequent year shall be carried out at least sixty (60) days prior to the completion of each contract year. Extension of tender (if necessary) beyond the 3rd year may be applicable with review and recommendations of the expert committee of NCPOR, however the cost escalation may be restricted to a maximum of 5% on the 3rd year rates.

Chapter – 1 : General Information

- 1.1.** This NIT is to identify the suitable company that are capable of ROMM of the vessel Sagar Kanya including maintenance and operation of onboard vessel machineries.
- 1.2.** Role of the company will be for the ROMM of the vessel i.e. running, operation, manning, catering, operation and maintenance of the vessel and onboard machineries. Detailed specifications of the vessel, machinery, equipment and other systems are provided in *Annexure-I*.
- 1.3.** Prospective Bidders should provide detailed description of the background and organizational setup. The description should include ownership details, date and place of incorporation of the firm, location of facilities etc. Corporate dossier soft copy and print form may be included.
- 1.4.** Prospective Bidders to submit details of experience, Infrastructure details, technical and commercial information fulfilling the criteria as sought in NIT clause 13. Only the price bids of techno-commercially qualified bidders will be opened for further evaluation.
- 1.5. Contract price and payments:**

The NCPOR shall compensate for services rendered by the successful bidder for the vessel ORV Sagar Kanya. The prices will be finalised for the vessel after evaluation of bids. The prices are fixed and firm irrespective of whether the vessel is operating in the Indian or foreign port.

- 1.6. Following are the general services and maintenance as part of Lumpsum amount.**

- 1.6.1. Running and maintenance of the vessel as per Class & Statutory requirements
- 1.6.2. Annual service charges for routine, preventive/planned and breakdown maintenance of machineries of both deck and engine department.
- 1.6.3. Annual charges for watch & ward services during port calls.
- 1.6.4. Charges for annual service of all Life Saving Appliances (LSA), FFA (Fire Fighting Apparatus) and LSS (Life Saving Signals) equipment and Annual surveys including transportation.
- 1.6.5. Annual complete housekeeping and catering services.
- 1.6.6. Annual expenditure for spares and consumables for all onboard vessel machinery/equipment as per non-reimbursables clause no.13 of the model contract.
- 1.6.7. Garbage and sludge clearance.
- 1.6.8. Maintenance of all onboard machinery / equipment including (Original Equipment Manufacturer) OEM/ OEM authorized/non-OEM services shall be part of the scope. For equipment/machinery under warranty, preventive maintenance and coordination with OEM for availing warranty services to be done.
- 1.6.9. Ship machinery which are required to be serviced/repaired/calibrated outside the vessel, necessary port clearances, transport etc for such services.
- 1.6.10. Spot chipping / painting requirements from time to time at rusted/damaged areas are to be done as part of routine maintenance.
- 1.6.11. All other non-reimbursable services as listed in the model contract.

The above claims should be accompanied by the original reports with pictures signed by Master/Chief Engineer/NCPOR rep. for all the services.

1.7. Other costs: Payments as per the agreed unit cost, to be quoted.

Quoted per unit rate will be considered for payment purposes. In the price bid approx. no of units for each item (quantity) for one year is provided and total cost of which will be used for arriving at L1. This quantity is estimated and not guaranteed. Per unit price will be used for payment of actual quantity of services availed.

- 1.7.1. Manning (including their victualling).
- 1.7.2. Fresh Water Supply. the estimated annual freshwater (shore supply) requirement for vessel Sagar Kanya – 3000 Tonnes.
- 1.7.3. Underwater diving for cleaning transducers / repairs, propellers and hull.
- 1.7.4. Positioning of Experienced dry-docking Superintendent for drydocking period (including travel, boarding & lodging and all inclusive charges).
- 1.7.5. Annual Agency Service charges for clearance at ports, pilotage etc including customs/immigration/port clearances for the vessel, scientists, equipment etc (additionally all bills from these government agencies would be reimbursed on actuals).
- 1.7.6. AMC service charges for Navigational, GMDSS and communication equipment by OEM/OEM Authorized engineer.
- 1.7.7. AMC Service charges of Vacuum based Sanitary System and STP by OEM/OEM Authorized engineer. Successful bidder should call OEM/OEM authorized engineer once in a month. The work includes the complete inspection of entire system, overhauling of evac pumps,

cleaning of valves, hoses, filter, pipelines, pressure testing & arresting leakages, air vent, setting adjustment, if necessary, replacement of spares and so on. The engineer should submit the report along with the necessary spares and spares will be dealt as per reimbursable clause.

1.7.8. Complete Fumigation arrangements including electronics equipment protection, shore-accommodation with food for entire ship crew and all other miscellaneous expenditure, as and when required by NCPOR

1.7.9. Painting of Deck, Super Structure paints, all bilge areas, void spaces and machinery spaces, accessible external hull without scaffolding (ship side, weather decks) as per specifications. (Spot painting requirements from time to time at rusted/damaged areas are to be done as part of routine maintenance under general services at 1.6.)

1.7.10. Spot fumigation [green fumigation services] during port call as per NCPOR instructions.

1.7.11. OEM spares/consumables bills will be reimbursed on actual with 10% overhead on material cost. The contractor needs to replace the onboard spares only from OEMs. In case, the spare is not available with OEM, minimum three competitive quotes may be obtained from the respective authorized dealers for approval from NCPOR.

1.7.12. Non-OEM spares/consumables bills will be reimbursed on actual with 10% overhead on material cost. The spares should be procured through competitive tender mode from the authorized dealers with due approval from the NCPOR for procurement and installed onboard.

1.8. Payment terms.

1.8.1. NCPOR shall pay to the Contractor the above payments on monthly basis on receipt of invoices submitted in compliance with contract terms with all supporting documents. The payment towards reimbursement of spares/consumables cost would be made as and when the bills are submitted along with relevant documents. Prior approval from NCPOR to be obtained for the procurement of spares and consumables. All requisite supporting documents, including cost details, record of material received onboard, shall be submitted for reimbursement.

1.8.2. NCPOR shall pay to the contractor a lump-sum amount per day or part thereof on aggregate basis for the days the vessel is under ROMM, payable on completion of each calendar month as detailed in the tender. Tentative payment schedules for the vessel would be as below:

1.8.3. Payment terms for Running, Manning and Maintenance:

1.8.3.1. The payment shall be made in two parts for the monthly invoice. First part (limited to 60% of invoice) will be paid within 15 days of receipt of the invoice in order. The second part shall be released subject to cl. 1.8.3.2.

1.8.3.2. Second part of the monthly charges (40%) shall be processed after ensuring compliance as per governing clauses and based on the verification of the following documents for satisfactory performance.

1.8.3.2.1. Performance reports as at Annexure-V

1.8.3.2.2. Copy of daily deck & engine logs with the work done

1.8.3.2.3. Work done reports as per clauses 1.6 and 1.7 above and including Routine, preventive and breakdown of the vessel machineries report as per clause 2.2 below.

1.8.3.2.4. It is the responsibility of the contractor to make the timely payment to all entities engaged under this contract. In the event of any complaint receiving

on non-payment same shall be forwarded for prompt settlement and submission of necessary proof. In case the contractor has not made due payment, NCPOR may levy 2% of the outstanding payable as a penalty in any of the bills payable to the contractor. Any penalty/charges to be paid to such entity due to non-payment/ delay in payment will be borne by the contractor.

- 1.8.3.2.5. Contractor to ensure timely payments to all subcontractors, crew, service providers etc.
- 1.8.3.2.6. Cruise feedback report & action taken against the scientific user feedback along with required documents and certification by NCPOR.
- 1.8.3.2.7. The contractor is bound to submit all necessary documents along with the invoice. The first part of the payment (60%) will be released immediately on receipt of invoices subject to satisfactory operation of the vessel without any hindrance to the scheduled cruise plans. Balance 40% of the payment will be released after verification of bills, performance and submission of reports and operation/maintenance logs etc. Deductions, if any, shall be made in the 40% payment. Processing of claims with unambiguous support documents remaining payables if any, will be subject to satisfactory submission of supporting documentation.

1.8.4. The payment for catering services to scientific team members shall be as per actual numbers on agreed unit cost of meal per day per person. Full day charges shall be leviable if more than two meals are served to a person. The rate shall be per day per person which is to include cost of all food, beverages and service charges. Less than two main meals will be charged 50% of per day charges. The certified meal voucher by onboard NCPOR representative for number of scientific team persons/days to be submitted along with the bill.

1.8.5. Scientific Cruise: Operation and maintenance of scientific equipment shall be undertaken by third party/scientific equipment contractor. It is the responsibility of the Master & Ship crew to provide the required/extended operational support to complete the planned scientific operations along with safety measures. Any kind of support envisaged by the scientific operator, manpower support needs to be provided immediately to facilitate the successful operation of scientific expedition onboard. The deck machineries such as frames, winches, cranes etc, if required, to be operated and assistance in handling heavy scientific items by the ship crew during the onboard scientific operations.

During deployment/retrieval of any scientific equipment, adequate ship's officer and crew should be present and support Scientific equipment engineer team onboard to ensure the safety of personnel and equipment and for the successful completion of scientific operations.

Chapter -2 The Broad Scope of Work or Service

2.1 Running, manning and maintenance & catering & housekeeping (ROMM of the research vessel Sagar Kanya).

2.1.1 Inventory and status verification on acceptance of the vessels.

2.1.2 Manning of the vessels with suitably qualified officers, Hydraulic Expert (as per requirement) crew and settlement of their wage accounts, replacement and repatriation and other establishment matters from time to time as required in accordance with prevailing statutory and

other regulatory requirements.

2.1.3 To operate the research vessel with Master and other Crew members with all requisite valid certificates as per statutory requirements and in compliance with the Annexure-VI to carry-out deployment and retrieval of data buoys, current moorings, benthic stations, deployment of tsunami systems, Seabed sampling, water column samplings, Geophysical survey, swath bathymetry survey, fishing Operations & any programme authorized by NCPOR at high seas and coastal-waters as described in this document at different places, and to assist the Scientists in collection of samples/CTD measurements/Seabed scanning/other data collection and all their activities. The ROMM contractor will be responsible for complete performance, maintenance and operation of onboard machineries including any OEM/non-OEM services.

2.1.4 Operating the vessels as per the cruise-plan provided and as per the instruction of NCPOR/Chief Scientist on-board. The vessel shall be operated strictly as per the instruction manual outlining general responsibilities and procedures of ship crew as well as the science team, which shall be provided by the Contractor duly approved by NCPOR after signing the contract.

2.1.5 Clearance of the vessels at ports [Indian & Foreign], submitting ship's documents to port authorities, arrangement of berths, pilotage etc. The contractor shall be responsible for obtaining port clearance, arrangement of berths, pilotages (where required) at each calling port and shall maintain safe stay of the vessels in ports for the stipulated period in the cruise programme. No delay on account of the above is permitted. The contractor shall be responsible for clearing men and material that shall be embarking and disembarking through customs/Port/CISF/Immigration and security. Above services to be provided by nominating Shipping agent of good repute/efficiency and their presence should be at all major ports [copy of Shipping agent undertaking letter shall be submitted along with the technical documents].

2.1.6 Ensuring supply of sufficient quantity of potable fresh-water through entire period of cruise/port stay/anchorage and replenishing at every port call as and when required apart from utilization of onboard FW generator i.e. in addition to output from RO system onboard. Fresh-water is required in the laboratories and for washing deck and deck-equipment also. The fresh-water should be potable as per IS Standard-IS 10500 (2012).

2.1.7 Bunkering of vessels: The contractor shall bunker the vessels as and when required, to make the vessels available for scientific operation at all times. The log-book containing the fuel levels on-board should be strictly maintained and a report on fuel consumption of the vessel shall be submitted to NCPOR Institute along with monthly reports. The Fuel on-board before and after bunkering (Bunker Delivery Note (BDN) copy of Bunker supplier) shall be certified by the Chief Engineer and Master, NCPOR's representative or Chief Scientist and to be certified by a third-party surveyor (authorized by DGS) and reports to be submitted to Owner at the earliest. Timely bunkering is the responsibility of the contractor and any delay after due payments will be treated as deficiency in performance of contract. Timely payment to IOC or BPCL or any other companies shall be done by the owners. Bunkering when done in India shall be done through IOC/BPCL. NCPOR shall pay directly to IOC/BPCL/or any other Nationalized bunker company for procurement of fuel & necessary liaison is to be done by the Contractor for smooth & proper bunkering of the vessel. All associated costs like Pumps/Hoses, collection of keys, third party survey etc., shall be borne by the contractor as part of general services. Bunkering in foreign parts shall be done through foreign port agents against bunker advance paid to the contractor/Oil company. Contractor to arrange for sampling and Testing of Fuel Oil sample during receiving Bunkers as applicable as part of general services without additional cost to NCPOR. The test report

shall be submitted along with monthly invoice.

2.1.8 Periodic checking of cooling Fresh water, Lube Oil/Hyd. Oil, testing for running machinery including Aux. Engines, Emergency DG sets, Winches, Cranes, Power pack units etc. to be arranged & replaced/replenished and third-party reports to be submitted to the Owner once in three months.

2.1.9 The bidder shall submit a panel of Mechanical and Electrical workshops with contract along with technical documents.

2.2 Maintenance of the vessels

2.2.1 As far as the maintenance of the vessels is concerned, the successful bidder is required to ensure that day-to-day routine & periodic maintenance for all machinery is done by ship staff, OEM/OEM approved service dealer/Govt. /PSU/ DG Shipping/ Indian Navy /Port trust/ Coast guard empanelled workshops as and when required and as per respective item manual suggested by OEM. The major machinery shall include & not limited to main engine, auxiliary engine, Air Compressor, Air Conditioning system [centralized/common/ split], Emergency DG, Sanitary system & STP system, DP system, Scientific handling systems [Winches, Cranes, A-frame, Jib boom etc-], Navigation & communication equipment, LSA & FFA system and Class survey related systems.

2.2.2 Maintenance of the vessels (including and not limited to hull/plate renewal, 'A' frames and also cabins, galleys, mess-room including furniture's etc. and all associated equipment etc., as provided in this NIT document. This list is not exhaustive, and the bidders are requested to visit the vessels to ascertain the equipment onboard to estimate the cost of items under non-reimbursable.

2.2.3 OEM services

- a. Scheduled and Preventive maintenance of propulsion & Ship power related machinery [Main & Auxiliary engine and Emergency Genset, Propulsion motors etc.] should be done by the OEM /OEM authorized engineer as per OEM standard maintenance schedule. The contractor shall engage the OEM/OEM authorized engineer for the above job within the scope.
- b. The following machinery/equipment maintenance should be undertaken by OEM/OEM authorized engineer at least once in a year
- c. The above service/work should cover all maintenance/service/overhaul/replacement of consumables etc. The report along with spare requirement & health of the system shall be submitted within 15 days of the respective engineer visit to NCPOR, at no additional cost to Owner. The spare & consumables required for the above job as per the reimbursable clause no.12 of contract. The List of major machinery/equipment for Scheduled and Preventive maintenance are mentioned below.

Sagar Kanya
1. Bow Thruster and Azimuth Thrusters
2. DP System
3. RO plants
4. Deep Sea Winch
5. Aux Engines
6. Propulsion Motors
7. Emergency DG

2.2.4 Break down maintenance: In case of breakdown of any onboard machinery/equipment, the contractor should engage the OEM/ OEM authorized engineer for repair & visit if required. The contractor should ensure the minimum downtime of the machinery/equipment to facilitate the scientific operation and improve the vessel efficiency. If the contractor found the non- availability of OEM /OEM authorized engineer to attend the breakdown maintenance, NCPOR shall take a call on approving case-to-case basis to avail the non-OEM engineer by the Contractor to address the problem & for further repair. Supply of stores, tools, instruments, spares and consumables required for the periodic maintenance or as specified by equipment manufacturer or as specified above to be done by the Contractor. Contractor to maintain sufficient spares/consumables/ repair kit required for efficient working of all machineries including servicing kit, Top Overhauling kit (minimum required for top overhauling of Main & Aux. Engines) Inlet Valves, Exhaust Valves, Injector Nozzles, Valve seats, Lapping paste, O-rings, cylinder studs, Air filters, Fuel Pumps, Cylinder packings, Fuel Filters etc., Hydraulic Hoses, different types of belts, Compressor overhauling kits, Pump overhauling kit including impellers, bearings, bushes, etc. Inventory to be maintained and supplies to be provided to the vessel.

2.2.5 All deck machinery, onboard vessel winches, cranes, A-frames, booms, wires etc related to general vessel operational activity are under the scope of vessel maintenance.

2.2.6 Winches [CTD, Deep-sea Winch, Magnetometer, SSS] are dedicated to the scientific measurements and deployment shall be maintained by the ship crew and provide support for the operation, monitoring and cleaning etc. to facilitate the planned scientific activities.

2.2.7 Ships are mainly deployed for various scientific operations for approximately 300 days in a year. Operational days shall be allotted as per MoES committee's recommendation after considering the age of the vessels

2.2.8 All the LSA, FFA, Extinguishers must be serviced and maintained by the Contractor as per the statutory compliance.

2.2.9 The number of ship maintenance-days (lay-off) are around 15 days in a year when no drydocking is planned. However, these days may exceed in case of any major maintenance routines of machineries/equipment or any unforeseen breakdowns of machinery/fumigation/de-ratting/annual survey etc. The contractor should plan the preventive maintenance schedule along with OEM engineer in advance to undertake the scheduled job during this period. Also the contractor should position the shore engineer, at least two or more, without additional cost to facilitate the work as well as the completion of the job in prescribed time. Required spares/consumables should be arranged by the contractor and should be available for this period.

2.2.10 The ship shall be given 3 to 5 days of maintenance-time after every cruise simultaneous with the scientific team changeover & cruise preparation. The contractor is requested to carry out the periodic maintenance/ routine /breakdown maintenance during this period. Also, the contractor/Master shall provide the list of works/jobs to be undertaken during the port call in advance [three days before berthing of the vessel] along with action taken plan.

2.2.11 Providing Independent competent person as a Technical superintendent to supervise the maintenance and general efficiency of the vessel and attending the vessel during every port call and to carry out planned maintenance services. Also, this will ensure the smooth handling of the work and enhance the vessel efficiency and avoid vessel down time at Port.

2.2.12 Technical superintendent should submit the report of detailed work carried out at the end of port call as per clause 2.2.11.

2.2.13 If any lapses in the above jobs, the penalty clause shall be applicable.

- 2.3 In addition to their work on-board, the multipurpose Crew/deckhands should assist the Scientists onboard carrying out scientific activities, including operation of winches, work boats and all deck machineries as and when required. Work shall be carried out round the clock with no restriction on timings including Saturdays, Sundays and other holidays. The Contractor/ Master shall ensure crew work rotation is planned so as to ensure that stipulated mandatory work/rest hours rules are complied with, while maintaining operations as and when called for.
- 2.4 Arrangement of statutory/class surveys [IRS /MMD] and keeping the vessels under valid class at all times would be the responsibility of the ROMM contractor. Necessary fees of the classification society /surveyors would be reimbursed at actuals. Calling MMD /IRS during dry-docking is also under the scope of contractor.
- 2.5 The contractor shall engage a catering and housekeeping contractor with Cooks and Assistant & catering/ housekeeping Crew [daily cleaning of accommodation & labs] staying on-board. It shall be the responsibility of contractor to support requirements for catering services onboard and necessary co-ordination for catering services as part of 'ROMM' contract. This is in case catering services are outsourced/ sub-contracted through an associate partner. The victualing for all the Ship crew & Officers onboard shall be within the contract price.
- 2.6 The number of Crew & Officers shall be as per DG Shipping guidelines and as per NCPOR's operational requirements whichever is higher over and above the Minimum Safe Manning prescribed for the vessels (Minimum Safe manning may be applicable only when suggested by NCPOR).
- 2.7 Number of Crew and Catering and housekeeping of the vessels shall be as per the approval of NCPOR.
- 2.8 To do housekeeping and catering, necessary cooks and assistants should be positioned onboard as indicated in the NIT and also to serve the Scientists onboard.
- 2.9 Housekeeping: Maintaining clean and tidy vessel including all Officers/ Scientist/all crew cabins, galleys, Officers / Scientist /Crew mess-room, dish wash-room, toilets, conference-room, gymnasium, linen / laundry store spaces, day-room for Officers / Scientist, labs, recreation rooms, alley-ways and all accommodation spaces. List of particulars of the vessel shall be as per the delivery protocol and takeover inventory.
- 2.10 Monthly submission of crew performance report [Annexure-V] are to be provided along with individual certificates (NCV/FG/CDC), shall be certified by the Master and NCPOR's representative. Performance report for each scientific cruise by Master endorsed by the Chief Scientist and NCPOR is also to be submitted. [Note: When there is no crew change on board, no need to do the repetition of submitting individual crew certificates. However, the document is required when crew changes onboard]
- 2.11 Sign-on/ sign-off of all the Crew/Officers/catering Crew/housekeeping /travelling/Transfers/ Insurance matters/providing PPE on-board/medical expenses for Crew and officers to be included in offer. Maintenance Crew/any extra person to form part of Crew is the responsibility of contractor without any additional expenditure to NCPOR.
- 2.12 The bidder shall employ Officers/Crew from RPSL certificate holding company or firm shall have RPS license. Crew recruited shall not be first timers and should be having minimum sea experience to work on-board in the specific rank, they will hold Indian CDC having sufficient working experience and qualification (including FG as detailed in NIT)-Crew/Ship officer experience shall be provided along with NIT as Annexure-VI. The crew/officer/engineer having the prescribed minimum of experience in the FG vessels will be considered as an FG crew/officer/engineer and will be allowed to be positioned on the NCPOR vessel.
- 2.13 Contractor to arrange underwater diving services for cleaning transducers / repairs, and for all the

maintenance requirements and also whenever instructed by the owner including hull /propeller cleaning. Underwater diving should be undertaken and reports [including video/photos] as and when required at the quoted rates shall be submitted to NCPOR. The service shall be undertaken in the presence of NCPOR representative.

- 2.14** The contractor shall undertake the painting of the vessels [as specified in NIT] periodically. Reports with pictures to be submitted along with the monthly log book. Marine grade quality paints to be used and painting shall be witnessed by NCPOR rep as and when required.
- 2.15** Ensuring vessel complies with the requirements of law of the Flag State and complies with ISM Code and ISPS Code.
- 2.16** Adhering to Drug and Alcohol Policy as per statutory regulations.
- 2.17** Supervising Dry-Docking, repairs, alterations and maintenance of the vessel to the standards agreed with the Owners to ensure that the vessel will comply with all requirements of the classification Society and with the law of Flag State and the scientific functional requirements the vessel is required to be deployed.
- 2.18** Arranging supply of necessary stores, spares and Lub. Oil. Hydraulic oil, refrigerant, grease and all consumables within the quoted price [as per non-reimbursable clause].
- 2.19** Crew Management:-
 - 2.19.1 Ensuring that all Crew has passed medical examination with a qualified Doctor certifying [DG approved] that they are fit for duties for which they are engaged.
 - 2.19.2 Ensuring that the Crew has common working languages of English and Hindi of a sufficient standard,
 - 2.19.3 Crew to be provided with proper familiarization with their duties in relations to vessels SMS and ISM Code
 - 2.19.4 INSA/MUI/NUSI base/minimum rates to be complied
 - 2.19.5 Employment of Ship crew will be governed as per the agreement between Maritime Union of India (MUI) and Indian National Ship Owner's Association (INSA)
 - 2.19.6 Insurance for any other purposes as required by the bidder, to be arranged by the ROMM Contractors without any additional cost to NCPOR.
 - 2.19.7 Minimum experience of Crew is provided in Annexure VI.
 - 2.19.8 Statement of manpower compliance to the contract and Crew list shall be submitted along with monthly bills
- 2.20** Responsibilities of the Contractor during Drydock & repairs.
 - 2.20.1 Six months before the due date for drydocking, ROMM contractor shall submit the Drydock work scope in line with the survey requirements and defect lists to NCPOR. The defect list should be exhaustive defining entire scope of work [Statutory & Operational requirement] in detail and indicating in way jobs as applicable.
 - 2.20.2 Long lead spares required for all the machinery during drydock shall be submitted to NCPOR eight months before drydocking.
 - 2.20.3 NCPOR shall tender the dry-docking lay-up repairs and identify/ select suitable yard to do the jobs.
 - 2.20.4 The selected shipyard shall be placed on the administrative control of the Contractor to get the jobs executed in the stipulated period.
 - 2.20.5 During the drydock, the Contractor shall depute experience Master, Chief Engineer, Chief Officer and Second engineer, until completion of drydock repair works. For continuity and

operational efficiency, it is preferable that the same crew, including officers and drydock superintendent, attend the vessel for the full duration of dry-docking.

- 2.20.6 The vessel shall be dry-docked as per class requirements for hull cleaning, sand blasting and painting, overhauling of ship side valves and other classification society surveys as per the procedures.
- 2.20.7 Contractor shall liaise, co-ordinate and get the jobs done in the time frame fixed jointly by NCPOR, contractor and Shipyard.
- 2.20.8 During Dry-dock, the contractor has to arrange at his own cost for the stay and food & transport for the Crew outside the vessel and arrange to provide security for the vessel and systems round the clock at his own cost. However, it is encouraged for the crew to stay onboard during the dry-docking.
- 2.20.9 Competent / Experienced Technical Superintendent [with at least two dry-dockings experience] shall be deputed who will act as a single point of contact for entire period of drydocking. The report should be submitted in weekly basis along with progress and plan. He should attend all jobs in the dry-docking and certify the works done satisfactorily.
- 2.20.10 During the end of Dry-docking, IRS surveyors should be arranged to inspect the vessel and certificate should be updated/ validated /renewed as may be required.
- 2.20.11 Technical Superintendent shall extend his service up to the warranty period if any claim & pending jobs.
- 2.20.12 The scope for the contractor, yard and NCPOR will be as per standard operating procedure of MoES/NCPOR.

2.21 Brief outline Specifications of the Vessels and the details on major instruments/equipment onboard are given at Annexure-I.

The Ship details are not exhaustive and the bidders are requested to visit ships to know the exhaustive equipment details. The visit is highly recommended for better understanding of the systems onboard.

Chapter 3 - Check list for technical bid submission

[bid will be evaluated based on the below documents only]

Sl.No	Description	Yes/No	Page no in submitted bid document
1	The bidding agency has at least 5 years' experience in the relevant work – proof attached.		
2	The bidding agency has experience of managing at least 2 vessels of 4000 GRT – Proof attached.		
3	List of clients during last 5 years as on 31.3.2025 with clear communication details (Postal address, Email and phone numbers)		
4	Work orders of similar nature along with Satisfactory work completion certificate during last 5 years (with vessels of more than 4000 GT and 70 m length)		
5	Any information on accidents, mishaps etc, that are related to Running, Operation, Maintenance and Management of vessels. If so, detailed report to be attached otherwise indicate “No”		
6	Technical Management capability [relevant document should be submitted] <ul style="list-style-type: none"> a. Planned PMS / ERP /Technical Systems b. Safety Management (ISM/ISO/MLC) 		

	c. Special commendations/Sustainability/Green initiatives		
7	Crew Management & HR [relevant document should be submitted] a. Crew recruitment & training b. Manning strategy & wage structure c. MLC documentation, welfare & grievance redressal		
8	Methodology & Work plan for undertaking ROMM of NCPOR research vessel, Mobilization schedule and emergency response		
9	Registration certificate as a Shipping Management Company Year of company incorporation		
10	Name, Address, telephone & Email of the company		
11	GST & PAN Certificates		
12	Undertaking for AMC agreement for supporting Shore based establishment pertaining to navigation & communication equipment, EVAC, AC system with requisite experience details		
13	Copy of Undertaking/agreement with associate partner if any, for catering and housekeeping, Shore based service etc. with requisite experience details		
14	Copy of Undertaking/agreement for supporting Shipping Agency & availability in all major ports with requisite experience details.		
15	Copy of payroll/ agreement showing the Crew/Officer manpower strength along with their details for last 5 years as on 31.03.2025. Confirmation/ proof of their availability to be enclosed		
16	Documentary evidence of experience in catering & housekeeping at least three years		
17	Firm shall have to provide valid Document of Compliances (DOC) for “other cargo ships” type		
18	Audited financial statement for last three Financial year ending 31.03.2025 including profit & loss report duly authenticated by a Chartered accountant/ Cost Accountant in India.		
19	Documentary evidence of the net worth of the firm should not be negative, as on year ending 31.03.2025 and also should not have eroded by more than 30% in last three years.		
20	Legal declaration: The Contractor/Company should also declare whether at any time has been prosecuted by any court in India or abroad for violation of any specific rules either in India or abroad laid down for execution of work/contract of any time subjected to Industrial Disputes Act / DG Shipping / any Governing loss for operation management of the research vessels for violation of said provisions of the Act		
21	Any other information in support of the Contractor’s capability etc. Particularly with information on accidents, mishaps etc. encountered		
22	Document shows ongoing litigation/arbitration/ dispute/blacklisting with the any organization if any. If yes, please attached relevant documents or say “NO”		
23	Copy of duly signed blank price bid confirming no deviation to the price bid schedule or format		
24	RPSL certificate		
25	Implementation of ISO, ISM, ISPS procedure in the company for atleast 5 years		
26	Undertaking that the bidder has not been banned/barred/ blacklisted by any Government agency for participating in any of the tender processes.		
27	Duly signed Pre-Integrity Pact as per Annexure-C		
28	Detailed management plan for maintenance and operation of vessels		

29	Bid validity of 90 days from the date of opening of technical bid		
30	Duly signed model contract and EMD bid bond		
31	Details of branches all over India		
32	Unconditional acceptance letter as per NIT clause no. 20		
33	Unconditional acceptance letter of all pre-bid clarifications/amendments, if any		
34	Proof of authorized signatory		
35	Any other documents as per NIT (please specify)		

Authorized Signatory

ANNEXURE I – Broad Vessel specification and onboard machineries details

Note: The details stated below are not exhaustive and the bidders are requested to visit ships to know the exhaustive equipment details before bidding.

I. Ship Name: SAGAR KANYA

A. Specifications

Broad specification on equipment onboard

Length overall	100.34 Mtrs
Length BP	89.0 Mtrs
Beam (Moulded)	16.30 Mtrs
Summer Draft	5.60 Mtrs
GRT	4888 MT
Dead weight	796 MT
Endurance	45 days
Maneuvering	DP (dynamic position)-II
Classification	IRS
Type	FG
Class Notations	+ 100 A1 + LMC “RESEARCH VESSEL” IRS + SUL “RESEARCH VESSEL” + IY + HY
Fuel Capacity	433 M3
Freshwater capacity	312 MT
Crew onboard	59
Scientists onboard	31

B. Machinery/equipment details of Sagar Kanya

Machinery/equipment	Make/mode
Diesel Generator Sets – 5 nos	Wartsila 6L20 with AVK alternators
Propulsion Motors – 4 nos	AEG
Electronic engine control system	AEG
Diesel Electric Azi Thruster	300rpm: 1000 kW x 1 nos. Brunvoll
Bow thruster	300rpm, 1200kW x 1nos. Brunvoll
RO plant- 2 nos	Enwa
Centralized Air Conditioning system	Sabroe SMC116
Dynamic Positioning System	KONGSBERG, SDP-21
GYRO COMPASS,	Make : RAYTHEON ANSCHUTZ Model: STD 22 NG 002 Sr No: 88513 (GYRO SPHERE)
STANDARD MAGNETIC COMPASS	Make: CASSENS & PLATH
AUTO PILOT	Make: RAYTHEON ANSCHUTZ
RADAR PORT SIDE	Make: JRC Model: JMA 9253/9CA Sr No: LW51276
RADAR STBD SIDE	Make: FURUNO Model: FAR 2827
BNWAS	Make: TORINO

	Model: TOR BNW Sr No: TOR-BNW-072
GPS	Make: FURUNO Model: GP – 150
DGPS	C NAVIGAROR -III
MF/HF DSC	Make – JRC Model: NCM 2150 Sr No : 55339
VHF/DSC PORT SIDE	Make: JRC Model: JHS 31A Sr No: BV 38958
VHF DSC STBD SIDE	Make: JRC Model: JHS 32A Sr No: BV38957
SURVIVAL CRAFT WALKIE TALKIE (03 NOS)	Make: ACR ELECTRONICS INC Model – ACR 2726A Sr No: 971413,971415,971411
SAT-C	Make: JRC Model: JUE 87
SAT-C LRIT TERMINAL	Make: FURUNO Model: FELCOM 15 Sr No: 3561-8501
AIS	Make: JRC Model: JHS 180 Sr No: BB42986
SART PORT SIDE	Make: MC MURUDO Model: SART 4 Sr No: S4 / 1457203
SART STBD SIDE	Make: ACR Model: PATH FINDER PRO Sr No: 07473421
EPIRB -1	Make: ACR Model: RLB 27 Sr No: 1232
EPIRB -2	Make: ACR Model: RLB 27 Sr No: 1241
NAVTEX	Make: FURUNO Model: NX 700 A Sr No: 008457
SSAS	Make: POLESTAR DSAS MK2
CAPSTAN WINCH – 2 nos	TYPE CA80E
ATLAS CRANE – 2 nos	ATLAS MASCHINEGMBH STEDINGER STRABE 324
Deck crane 12T	NATIONAL OILWELL CRANE, CRAWLER CRANE TYPE 1800
A FRAME - Main frame unit - Hydraulic Units – 2 nos	MACGREGOR MG 2896
CTD WINCHES with cable – 2 nos Length of cable (Winch1) – 3000mts Length of cable (Winch2) – 7000mts	SEA MAC MARINE PRODUCT INC TEXAS,MODEL 3560EHLWR-60,S/N 760 PULL -1.5 TON
JIB BOOM WITH GALLOW WINCH, Self Lubricating pump and Hydraulic unit	NMF
CTD A-FRAME - 3 pulleys	CTD A FRAME HPU MCC

STORAGE WINCH	Sauer Getriebe, Type: SPV27 P00044 WILLI BAENSCH HAMBURG TYPE –SP 18/2
TRACTION WINCH	CALEY 30TE
WINDLASS – 2 nos	HATLAPA TYPE ANKONA VIE
AUTOMATIC SIGNALING CONTROL WITH MORSE SIGNALING	MAKE: KAHLENBERG MODEL: M-522
ALDIS LAMP	MAKE : RANK PULIN CONTROLS MK-10
Telegraph	AEG
Radars	JRC / Furuno
Communications	JRC

The above stated details are not exhaustive and the bidders are requested to visit ship to know the exhaustive equipment details.

ANNEXURE-II – PRICE BID FORMAT

A. SAGAR KANYA

S. No.	Item Descriptions	Quantity	Unit	I year		II year		III year	
				Unit rate	Total rate	Unit rate	Total rate	Unit rate	Total rate
i	ii	iii (a)	iii (b)	iv	v	vi	vii	viii	ix
1.1	Lumpsum amount for all general services and maintenance and Management Fee for one year (refer clause 3 of the Model contract)	1 year	Per Year						
1.2	Agency Services (Indian port call)	15	Per port call						
1.3	Agency Services (Foreign port call)	1	Per port call						
2	Per day manning cost (including victualling)								
2.1	Master FG	365 days	Per day						
2.2	Chief Officer FG	365 days	Per day						
2.3	2 nd Officer FG	365 days	Per day						
2.4	3 rd Officer FG	365 days	Per day						
2.5	Chief Engineer FG	365 days	Per day						
2.6	2 nd Engineer FG	365 days	Per day						
2.7	3 rd Engineer FG	365 days	Per day						
2.8	4 th Engineer FG	365 days	Per day						
2.9	Electro-Technical Officer (ETO)	365 days	Per day						
2.10	Medic / Nurse	365 days	Per day						
2.11	Catering / Housekeeping officer FG	365 days	Per day						
2.12	Deck crew / Helmsman / ratings –6 nos	6 nos x 365 days Per person per day rate	Per man day						

2.13	Engine crew / ratings – 5 nos	5 nos x 365 days Per perso n per day rate	Per man day						
2.14	Fitter / Oiler –1 no	365 days	Per day						
2.15	Chief cook	365 days	Per day						
2.16	2 nd cook	365 days	Per day						
2.17	Saloon rating- 3nos	3 nos x 365 days Per perso n per day rate	Per man day						
2.18	Utility Hand	1 nos x 365 days Per perso n per day rate	Per man day						
3	Fresh water rate / ton	3000 Tons	Per ton						
4	Underwater diving services for cleaning of transducers, propellers and hull	1	Per operation						
5.1	Superintendent for drydocking (all inclusive) per day rate-Indian Yard	100 days	Per day						
5.2	Superintendent for drydocking (all inclusive) per day rate-Foreign Yard	45 days	Per day						
6.1	Meals cost (per person per day of 3 meals and twice snacks/tea/coffee)	7000 man days	Per man day						
6.2	VIP meal	300 meals	Per meal						
7	Labour Charges (for science team)	75	Per day						
8	Boat Arrangement	2	Per arrangem ent						
9	Taxi Arrangement	125	Per day per						

			vehicle						
10	Port Pass Arrangement	300	Per Pass						
11	Painting: Deck (polyurethane) and super structure paints (Alkyd)	2000	Per sq.m						
12	Painting: All bilge areas (epoxy primer and epoxy), void spaces and machinery spaces	5000	Per sq.m						
13	Painting: Accessible external hull without scaffolding (ship side, weather decks)	3000	Per sq.m						
14	Fumigation including shore-accommodations for Ship crew/Officer	1	Per year						
15	Spot fumigation as per standard, minimum of 10 locations	4	Per year						
16	AMC Service charges of Vacuum based Sanitary System with STP by OEM/OEM Authorized engineer	1	Per Year						
17	AMC service charges for Navigational, GMDSS and communication equipment by OEM/OEM Authorized engineer	1	Per Year						
18	AMC service charges for AC system repairs and maintenance by OEM/OEM Authorized engineer	1	Per Year						
	Total for each year								
	Grand Total								

-Rates quoted include all applicable levies, liabilities and current rate of 18% GST will be applicable. Any revision in the tax rates in future shall be applicable at the time of payments as per norms.

- Agreed to the extension for the contract on the prices quoted for the 2nd and 3rd year as per the extension clause no. 2 of model contract.

-It is certified that the above bid has been submitted after understanding total scope of the tender, after getting all necessary clarifications and visit to the Ship. Our tender is fully compliant without any exceptions or exclusions whatsoever.

Signature of the bidder & Stamp

ANNEXURE-III - MODEL CONTRACT

CONTRACT FOR ‘RUNNING, OPERATION, MAINTENANCE AND MANAGEMENT OF NCPOR RESEARCH VESSEL ORV SAGAR KANYA’

(Note: All NIT terms, prices finalised during evaluation shall be included in the final contract)

This CONTRACT is made and executed at _____, on this day _____

BY AND BETWEEN

_____ having its office at _____ through its representative/ authorised signatory _____ (herein after referred as NCPOR or the nominated Institute which terms or expressions shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-office, administrator or permitted assignees) of the First part

AND

_____, a company incorporated under the Companies act, having its registered/corporate office address at _____ through its representative/ authorised signatory _____ (herein after referred as “CONTRACTOR” or “contractor” which terms or expressions shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-office, administrator or permitted assignees) of the Second part.

For the purposes of this contract, the NCPOR and CONTRACTOR/contractor shall be individually referred to as “Party” and collectively as “Parties”

WHEREAS, NCPOR is the co-owner of Research Vessel Sagar Kanya (hereinafter referred to as VESSEL), the Contractor is in the business of operation of such vessels and does possess such expertise in this field.

AND WHEREAS NCPOR selected and desires the “CONTRACTOR” to operate, maintain and manage the vessels.

NOW THEREFORE, in consideration of the promises and the mutual covenants of the parties herein after set forth, it is hereby agreed as follows:

1. DEFINITIONS:

- 1.1. “NCPOR’s OPERATIONS”:** means various works to be performed by the vessel along with Crew and as per scope of work.
- 1.2. “ROMM”:** means Running, Operation, Maintenance and Management (including maintenance and operation of onboard machinery), Catering for the Crew and Scientists and Housekeeping of the Research Vessel Sagar Kanya of NCPOR, MoES, Govt. of India.
- 1.3. “CONTRACTOR”:** means the Contractor for ‘ROMM’ of NCPOR Research Vessel.
- 1.4. “CATERING OPERATIONS”:** means Catering and Housekeeping work to be performed by the catering Crew as per scope of work covered under ROMM.
- 1.5. “DAY”:** means a calendar day of twenty-four (24) consecutive hours beginning at 00.00 hours (midnight) following with reference to local time at the site.

1.6. “HEADINGS”: The headings in this Agreement are inserted for the sake of convenience only and expressions and clauses in the paragraphs shall prevail over the heading in case of any dispute in construing this Agreement.

1.7. “SINGULAR/ PLURAL WORDS”: Save where the context otherwise requires words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include masculine or feminine gender.

1.8. “CONFLICT BETWEEN SCHEDULE AND PRINCIPAL TEXT”: It is not intended that there be any conflict between this Agreement and the Schedules attached here to, but in the event that there is any conflict between the Principal text of the Agreement and the Schedules, the Principal text shall prevail.

1.9. “TENURE”:

This Agreement shall be initially for a period of one year and be valid for a maximum period of three years (extended on yearly basis) from the date of commencement of contract for “ROMM by the Contractor i.e., from the date of takeover of command of the vessel by the contractor. The performance of the Contractor shall be reviewed regularly by a Committee constituted by NCPOR. The review for extension of the contract for the subsequent year shall be carried out at least sixty (60) days prior to the completion of each contract year. NCPOR shall extend the contract to the second and third years only if the performance of the Contractor is found satisfactory. Contractor cannot claim extension of contract, as a matter of right and the decision of NCPOR shall be final and binding. Extension of contract (if necessary) beyond the 3rd year may be applicable with review and recommendations of the expert committee of NCPOR, however the cost escalation may be restricted to a maximum of 5% on the 3rd year rates.

1.10 “Institute / Vessel Manager”

Sl. No.	Vessel Manager	Vessel Name
1	Group Director, Marine Geosciences and Exploration Group. Scientist-In-Charge, Vessel Operation & Management. NCPOR – National Centre for Polar and Ocean Research.	ORV Sagar Kanya

1.11. “Technical Superintendent”

Technical expert of Contractor -Certified Marine Engineer with MEO class 1 or Master mariner (Master FG) certificate holder with 10 years experience in marine sailing operations after obtaining the essential qualifications or B.E. Marine Engineers with drydock (minimum 2 drydocks) experience.

1.12. The following documents shall form part of the contract entered between the parties and shall be read together as one document:

- This contract document.
- The tender document issued by NCPOR vide xxxxxxxxxx dated xxxxxxxx including the technical specifications set out in the tender document and all annexures / appendices and pre-bid meeting clarifications / corrigendums issued.
- The bid documents submitted by the contractor substantially in the form set out in the tender document acquired from OWNER, the appendices/annexures and any amendments thereto

- d. The letter of intent issued by NCPOR vide.....
- e. Performance Security
- f. Integrity pact
- g. Catering Menu
- h. Scope of work

1.13. In the event that any clause included in the tender document is inadvertently omitted from the model contract, such clause shall be incorporated at a later stage during finalisation of the contract, without prejudice to the intent and conditions of the tender.

2. Work scope of the contract -Running, manning and maintenance & catering & housekeeping (ROMM of the research vessel).

2.1. Inventory and status verification during acceptance of the vessel.

2.2. Within one calendar month after taking over of the ship, contractor has to compile and provide the full preventive maintenance schedule that need to be undertaken on major machinery including propulsion system, main engine, Auxiliary engines, emergency DG, thrusters, fuel oil purifiers, RO plants, FW generators, EVAC, AC plant, deck machinery etc, of the ship.

2.3. Manning of the vessel with suitably qualified officers, Hydraulic Expert (as per requirement) crew and settlement of their wage accounts, replacement and repatriation and other establishment matters from time to time as required in accordance with prevailing statutory and other regulatory requirements.

2.4. To operate the vessel with Master and other Crew members with all requisite valid certificates as per statutory requirements and in compliance with the Annexure-VI to carry-out deployment and retrieval of data buoys, current moorings, benthic stations, deployment of tsunami systems, Seabed sampling, water column samplings, Geophysical survey, swath bathymetry survey, fishing Operations & any programme authorized by NCPOR at high seas and coastal-waters as described in this document at different places, and to assist the Scientists in collection of samples/CTD measurements/Seabed scanning/other data collection and all their activities. The ROMM contractor will be responsible for complete performance, maintenance and operation of onboard machineries including any OEM/non-OEM services.

2.5. Operating the vessels as per the cruise-plan provided and as per the instruction of NCPOR/Chief Scientist on-board. The vessel shall be operated strictly as per the instruction manual outlining general responsibilities and procedures of ship crew as well as the science team, which shall be provided by the Contractor duly approved by NCPOR after signing the contract.

2.6. Clearance of the vessels at ports [Indian & Foreign], submitting ship's documents to port authorities, arrangement of berths, pilotage etc. The contractor shall be responsible for obtaining port clearance, arrangement of berths, pilotages (where required) at each calling port and shall maintain safe stay of the vessels in ports for the stipulated period in the cruise programme. No delay on account of the above is permitted and delay attributable due to contractor or contractor's representative shall attract a penalty as per LD of such delays. The contractor shall be responsible for clearing men and material that shall be embarking and disembarking through customs/Port/CISF/Immigration and security. Above services to be provided by nominating Shipping agent of good repute/efficiency and their presence should be at all major ports [copy of Shipping agent undertaking letter shall be submitted along with the technical documents].

- 2.7.** Ensuring supply of sufficient quantity of potable fresh-water through entire period of cruise/port stay/anchorage and replenishing at every port call as and when required apart from utilization of onboard FW generator i.e. in addition to output from RO system onboard. Fresh-water is required in the laboratories and for washing deck and deck-equipment also. The fresh-water should be potable as per IS Standard-IS 10500 (2012).
- 2.8.** Bunkering of vessels: The contractor shall coordinate with NCPOR and PSU Oil majors to bunker the vessels as and when required, to make the vessels available for scientific operation at all times. Contractor shall ensure timely bunkering without delays by efficient coordination with owners and petroleum companies. Any delay contributing due to contractor's negligence will attract a penalty of Rs.10,000 per day. The log-book containing the fuel levels on-board should be strictly maintained and a report on fuel consumption of the vessel shall be submitted to NCPOR along with monthly reports. The Fuel on-board before and after bunkering (Bunker Delivery Note (BDN) copy of Bunker supplier) shall be certified by the Chief Engineer and Master, NCPOR's representative or Chief Scientist and to be certified by a third-party surveyor (authorized by DGS) and reports to be submitted to Owner at the earliest. Bunkering when done in India shall be done through IOC/BPCL. NCPOR shall pay directly to IOC/BPCL or any other Nationalized bunker company for procurement of fuel & necessary liaison is to be done by the Contractor for smooth & proper bunkering of the vessel. All associated costs like Pumps/Hoses, collection of keys, third party survey etc., shall be borne by the contractor as part of general services. Bunkering in foreign parts shall be done through foreign port agents against bunker advance paid to the contractor/Oil company. Also to ensure arrangement of third-party bunker surveys without additional cost to NCPOR. Contractor to arrange for sampling and Testing of Fuel Oil sample during receiving Bunkers as applicable without additional cost to NCPOR. The test report shall be submitted along with monthly invoice.

2.9. Maintenance of the vessels

2.9.1. As far as the maintenance of the vessels is concerned, the contractor is required to ensure that day-to-day routine & periodic maintenance for all machinery is done by ship staff, OEM/OEM approved service dealer/Govt./PSU/ DG empanelled/ Indian Navy /Port trust/ Coast guard authorized workshops as and when required and as per respective item manual suggested by OEM. The major machinery shall include & not limited to main engine, auxiliary engine, Air Compressor, Air Conditioning system [centralized/common/ split], Emergency DG, DP System Sanitary system & STP system, Scientific handling system [Winches, A-frame & jib boom], Navigation & communication equipment, deck cranes & mooring winch, LSA & FFA system and Class survey related systems.

2.9.2. Maintenance of the vessels (including and not limited to hull/plate renewal, 'A' frames and also cabins, galleys, mess-room including furniture's etc. and all associated equipment etc.,) as provided in this NIT document.

2.9.3. OEM Services

A. Scheduled and Preventive maintenance of propulsion & Ship power related machinery [Main & Auxiliary engine and Emergency Genset, Propulsion motors etc.] should be done by the OEM /OEM authorized engineer as per OEM standard maintenance schedule. The contractor shall engage the OEM/OEM authorized engineer for the above job within the scope.

B. The following machinery/equipment maintenance should be undertaken by OEM/OEM

authorized engineer at least once in one year.

- C. The above service/work should cover all maintenance/service/overhaul/replacement of consumables etc. The report along with spare requirement & health of the system shall be submitted within 15 days of the respective engineer visit to NCPOR, at no additional cost to Owner. The spare & consumables required for the above job as per the reimbursable clause no.12. The List of major machinery/equipment for Scheduled and Preventive maintenance are mentioned below;

Sagar Kanya
1. Bow Thruster and Azimuth Thrusters 2. DP System 3. RO plants 4. Deep Sea Winch 5. Aux Engines 6. Propulsion Motors 7. Emergency DG

2.9.4. Periodic checking of Lub Oil/Hyd. Oil Testing for running machinery including Aux. Engines, Emergency DG sets, Winches, Cranes, Power pack units etc. to be arranged & replaced/ replenished and reports to be submitted to the NCPOR once in three months along with log books. Contractor shall also ensure supply of lubricants, chemicals, coolant etc both in India and abroad. Arranging/attending to surveys, repairs, painting, supply of shore labour as required. Main engines, auxiliary engines and emergency generators to be tested for its performance twice in a year and report to be submitted to NCPOR along with monthly logs pertaining to that month (without any additional cost to NCPOR). Only OEM recommended fuel oil and lube oil filters to be used during the maintenance routine.

2.9.5. Break down maintenance: In case of breakdown of any onboard machinery/equipment, the contractor should engage the OEM/ OEM authorized engineer for repair & visit if required. The contractor should ensure the minimum downtime of the machinery/equipment to facilitate the scientific operation and improve the vessel efficiency. If the contractor found the non-availability of OEM /OEM authorized engineer to attend the breakdown maintenance, NCPOR shall take a call on approving case-to-case basis to avail the non-OEM engineer by the Contractor to address the problem & for further repair. Supply of stores, tools, instruments, spares and consumables required for the periodic maintenance or as specified by equipment manufacturer or as specified above to be done by the Contractor. Contractor To maintain sufficient spares/consumables/ repair kit required for efficient working of all machineries including servicing kit, Top Overhauling kit (minimum required for top overhauling of Main & Aux. Engines) Inlet Valves, Exhaust Valves, Injector Nozzles, Valve seats, Lapping paste, O-rings, cylinder studs, Air filters, Fuel Pumps, Cylinder packings, Fuel Filters etc., Hydraulic Hoses, different types of belts, Compressor overhauling kits, Pump overhauling kit including impellers, bearings, bushes, etc. Inventory to be maintained and supplies to be provided to vessel.

2.9.6. All deck machinery, onboard vessel winches, cranes, A-frames, booms, wires etc related to general vessel operational activity are under the scope of vessel maintenance.

2.9.7. Winches [CTD, Hydrographic, General Purpose Winch, Deep Sea Winch, Magnetometer, SSS] are dedicated to the scientific measurements and deployment shall be maintained by the ship crew and provide support for the operation, monitoring and cleaning etc. to facilitate the planned scientific activities.

2.9.8. Ships are mainly deployed for various scientific operations for approximately 300 plus days in a year. Operational days shall be allotted as per MoES committee's recommendation after considering the age of the vessels

2.9.9. All the LSA, FFA, Extinguishers must be serviced and maintained by the Contractor as per the Statutory compliance.

2.9.10. The number of ship maintenance-days (lay-off) are around 15 days in a year when no drydocking is planned. However, these days may exceed in case of any major maintenance routines of machineries/equipment or any unforeseen breakdowns of machinery/fumigation/de-ratting/annual survey etc. The contractor should plan the preventive maintenance schedule along with OEM engineer in advance to undertake the scheduled job during this period. Also the contractor should position the shore engineer, at least two or more, without additional cost to facilitate the work as well as the completion of the job in prescribed time. Required spares/consumables should be arranged by the contractor and should be available for this period.

2.9.11. The ship shall be given 3 to 5 days of maintenance-time after every cruise simultaneous with the scientific team changeover & cruise preparation. The contractor is requested to carry out the periodic maintenance/ routine /breakdown maintenance during this period. Also, the contractor/Master shall provide the list of works/jobs to be undertaken during the port call in advance [three days before berthing of the vessel] along with action taken plan.

2.9.12. Providing Independent competent person as a Technical superintendent to supervise the maintenance and general efficiency of the vessel and attending the vessel during every port call and to carry out planned maintenance services. Also, this will ensure the smooth handling of the work and enhance the vessel efficiency and avoid vessel down time at Port.

2.9.13. Technical superintendent should submit the report of detailed work carried out report at the end of port call as per clause no. 2.9.12.

2.9.14. If any lapses in the above jobs, the penalty clause shall be applicable.

2.10. In addition to their work on-board, the multipurpose Crew/deckhands should assist the Scientists onboard carrying out scientific activities, including operation of winches, A-frame, work boats and all deck machineries as and when required. Work shall be carried out round the clock with no restriction on timings including Saturdays, Sundays and other holidays. The Contractor/ Master shall ensure crew work rotation is planned so as to ensure that stipulated mandatory work/rest hours rules are complied with, while maintaining operations as and when called for.

2.11. Arrangement of statutory/class surveys [IRS /MMD] and keeping the vessels under valid class at all times would be the responsibility of the ROMM contractor. Necessary fees of the classification society /surveyors would be reimbursed at actuals. Calling MMD /IRS during dry-docking is also under the scope of contractor.

- 2.12.** The contractor shall engage a catering and housekeeping contractor with Cooks and Assistant & catering/ housekeeping Crew [daily cleaning of accommodation & labs] staying on-board. It shall be the responsibility of contractor to support requirements for catering services onboard and necessary co-ordination for catering services as part of 'ROMM' contract. This is in case catering services are outsourced/ sub-contracted through an associate partner. The victualing for all the Ship crew & Officers onboard shall be within the contract price. No extra payment will be made if services are provided in foreign ports.

Minimum no. of staff to be deployed [cost as quoted in the price bid] for catering and housekeeping department for the vessel as below;

Sagar Kanya - 2 cooks [Chief & 2nd cook], 3 GS, 1 UH.

- 2.13.** The number of Crew & Officers shall be as per DG Shipping guidelines and as per NCPOR's operational requirements whichever is higher over and above the Minimum Safe Manning prescribed for the vessels (Minimum Safe manning may be applicable only when suggested by NCPOR).
- 2.14.** Number of Crew and Catering and housekeeping of the vessels shall be as per the approval of NCPOR.
- 2.15.** To do housekeeping and catering, necessary cooks and assistants should be positioned onboard as indicated in the NIT-SCC and also to serve the Scientists onboard.
- 2.16.** Housekeeping: Maintaining clean and tidy vessel including all Officers/ Scientist/all crew cabins, galleys, Officers / Scientist /Crew mess-room, dish wash-room, toilets, conference-room, gymnasium, linen / laundry store spaces, day-room for Officers / Scientist, labs, recreation rooms, alley-ways and all accommodation spaces. List of particulars of the vessel shall be as per the delivery protocol and takeover inventory. If required by NCPOR, the contractor shall arrange the cleaning team from shore during the port call to improve the hygienic of the vessel within the contract price.
- 2.17.** Monthly submission of crew performance report [Annexure-V] are to be provided along with individual certificates (NCV/FG/CDC), shall be certified by the Master and NCPOR's representative. Performance report for each scientific cruise by Master endorsed by the Chief Scientist and NCPOR is also to be submitted. [Note: When there is no crew change on board, no need to do the repetition of submitting individual crew certificates. However, the document is required when crew changes onboard]
- 2.18.** Sign-on/ sign-off of all the Crew/Officers/catering Crew/housekeeping /travelling/Transfers/ Insurance matters/providing PPE on-board/medical expenses for Crew and officers to be included in offer. Maintenance Crew/any extra person to form part of Crew is the responsibility of contractor without any additional expenditure to NCPOR. The above clearance should be obtained from the concerned authorities within 2 to 3 working days. Sign ON/OFF of scientific team should be done within 3 hrs from the time of reporting at designated place. If any lapses, the same shall be dealt with the penalty clause.
- 2.19.** The Contractor shall employ Officers/Crew from RPSL certificate holding company or firm shall have RPS license. Crew recruited shall not be first timers and should be having minimum sea experience to work on-board in the specific rank, they will hold Indian CDC having sufficient working experience and qualification (including FG as detailed in NIT) -

Crew/Ship officer experience shall be provided along with NIT as Annexure-VI. The crew/officer/engineer having the prescribed minimum of experience in the FG vessels will be considered as an FG crew/officer/engineer and will be allowed to be positioned on the NCPOR vessel wherever required.

- 2.20. Contractor to arrange underwater diving services for cleaning transducers / repairs, and for all the maintenance requirements and also whenever instructed by the owner including hull /propeller cleaning. Underwater diving should be undertaken and reports [including video/photos] as and when required at the quoted rates shall be submitted to NCPOR. The service shall be undertaken in the presence of NCPOR representative. The diving services be reimbursable as per contract rates.
- 2.21. The contractor shall undertake the painting of the vessel periodically. Report with pictures to be submitted along with the monthly log book. Marine grade quality paints to be used and painting shall be witnessed by NCPOR rep as and when required.
- 2.22. Ensuring vessel complies with the requirements of law of the Flag State and complies with ISM Code and ISPS Code.
- 2.23. Adhering to Drug and Alcohol Policy as per statutory regulations.
- 2.24. Supervising Dry-Docking, repairs, alterations and maintenance of the vessel to the standards agreed with the Owners to ensure that the vessel will comply with all requirements of the classification Society and with the law of Flag State and the scientific functional requirements the vessel is required to be deployed.
- 2.25. Arranging supply of necessary stores [engine, deck and electrical], spares and Lub. Oil. Hydraulic oil, refrigerant, grease and all consumables within the quoted price [as per non-reimbursable clause].
- 2.26. Painting:
 - a. Painting once in three months for floor deck (polyurethane), super structure (Alkyd paints), common place such as labs, lavatories. The paint should be marine grade quality, shall be of AKZO NOBLE/ SIGMA/ JOTUN/ASIAN PPG/Grauer & weils.
 - b. Painting of all bilge areas (epoxy primer and epoxy paints), void spaces and machinery spaces once in six months.
 - c. Painting of accessible external hull (without scaffolding) shall be carried out once in four months
 - d. All painting jobs shall be undertaken by employing suitable labour at pier/ anchorage and witnessed by NCPOR rep onboard. Also, report from ship indicating the commencement of painting with pictures (before and after) to be sent as proof.
 - e. The cost shall be reimbursed as per the rates of the paintings provided in the price bid.
 - f. Spot chipping / painting requirements from time to time at rusted/ damaged areas are to be done as part of routine maintenance and are not part of price bid and no additional cost.

3. General Service Work scope:-

3.1 Lumpsum amount for all general services and maintenance jobs

3.1.1. Running and maintenance of the vessel as per Class & Statutory requirements

- 3.1.2. Annual service charges for routine, preventive/planned and breakdown maintenance of machineries of both deck and engine department.
 - 3.1.3. Security of vessel and equipment at port calls and during drydock. Annual charges for watch & ward services during port calls.
 - 3.1.4. Charges for annual servicing and maintenance of all Life Saving Applications (LSA), FFA (Fire Fighting Apparatus) and LSS (Life Saving signals) equipment and Annual surveys including transportation.
 - 3.1.5. Annual charges for complete housekeeping and catering services.
 - 3.1.6. Annual expenditure for spares and consumables for all onboard vessel machinery/equipment as per non-reimbursables clause no.13 of the contract.
 - 3.1.7. Garbage and sludge clearance.
 - 3.1.8. Maintenance of all onboard machinery / equipment including (Original Equipment Manufacturer) OEM/ OEM authorized/non-OEM services shall be part of the scope. For equipment/machinery under warranty, preventive maintenance and coordination with OEM for availing warranty services to be done.
 - 3.1.9. Ship machinery which are required to be serviced/repaired/calibrated outside the vessel, necessary port clearances, transport etc for such services.
 - 3.1.10. Arrangement of bunkers, third party surveys and miscellaneous items
 - 3.1.11. All other non-reimbursable services as listed in the clause 13 of the contract.
 - 3.1.12. The above claim should be accompanied by the original reports with pictures signed by Master/Chief Engineer/NCPOR rep. for all the services.
- 3.2 Other Services:** (Payment as per the agreed unit cost. Per unit price will be used for payment of actual quantity of services availed)
- 3.2.1 Manning (including their victualling)
 - 3.2.2 Fresh water Supply: The estimated annual freshwater (shore supply) requirement for vessel Sagar Kanya-3000 Tonnes.
 - 3.2.3 Underwater diving for cleaning transducers/ repairs and also for underwater hull cleaning and propeller cleaning as per the instructions of owner.
 - 3.2.4 Positioning of experienced dry-docking Superintendent for dry-docking period (including travel, boarding & lodging all inclusive charges). Payment to superintendent shall be on per day basis at the contract rates including the delayed period, if any, except delays due to the Contractor.
 - 3.2.5 Agency services for Indian/foreign port calls (one port call comprised of one arrival and one departure of the vessel) including clearance at ports, pilotage etc including customs/immigration/ port clearance for the vessel, scientists, equipment etc (additionally all bills from these government agencies would be reimbursed on actual).
 - 3.2.6 AMC service charges for navigational, GMDSS and communication equipment by OEM/OEM authorized engineer. AMC copies to be submitted within one month of signing the contract or latest along with the submission of first monthly invoice.
 - 3.2.7 AMC Service charges of Vacuum based Sanitary System and STP by OEM/OEM Authorized engineer. AMC copies to be submitted within one month of signing the contract or latest along with the submission of first monthly invoice. Contractor should

call OEM/OEM authorized engineer once in a month/per port call. The work includes the complete inspection of entire system, overhauling of evac pumps, cleaning of valves, hoses, filter, pipelines, pressure testing & arresting leakages, air vent, setting adjustment, if necessary, replacement of spares and so on. The engineer should submit the report and spares will be dealt as per reimbursable clause.

- 3.2.8 AMC services for accommodation AC system and its associated machinery repairs and maintenance by OEM/OEM Authorized engineer/any reputed service provider. AMC copies to be submitted within one month of signing the contract or latest along with the submission of first monthly invoice. The engineer should submit the report and spares will be dealt as per reimbursable clause
- 3.2.9 Complete Fumigation arrangements including electronics equipment protection, shore-accommodation with food for entire ship crew and all other miscellaneous expenditure, as and when required by NCPOR.
- 3.2.10 Painting of Deck, Super Structure paints, all bilge areas, void spaces and machinery spaces, accessible external hull without scaffolding (ship side, weather decks) as per specifications. (Spot painting requirements from time to time at rusted/damaged areas are to be done as part of routine maintenance under general services at clause 3).
- 3.2.11 Spot fumigation [green fumigation services] during port call as per NCPOR instructions
- 3.2.12 OEM spares/consumables bills will be reimbursed on actual with 10% overhead on material cost. The contractor needs to replace the onboard spares only from OEMs. In case, the spare is not available with OEM, minimum three competitive quotes may be obtained from the respective authorized dealers for approval from NCPOR. Prior approval from NCPOR to be obtained for the procurement of spares and consumables. All requisite supporting documents, including cost details, record of material received onboard, shall be submitted to NCPOR for reimbursement.
- 3.2.13 Non-OEM spares/consumables bills will be reimbursed on actual with 10% overhead on material cost. The spares should be procured through competitive tender mode from the authorized dealers with due approval from the NCPOR for procurement. Prior approval from NCPOR to be obtained for the procurement of spares and consumables. All requisite supporting documents, including cost details, record of material received onboard, shall be submitted to NCPOR for reimbursement.
- 3.2.14 All other services as listed in the price schedule.
- 3.2.15 All service reports to be signed by Master/Chief Engineer/Chief Officer and countersigned by Chief Scientist/Owner's representative.

4. Terms of Payment

- 4.1. Contractor may submit the invoices on monthly basis, 60% of which may be paid within 15 working days and balance 40% may be paid after due verifications within 45 days from the date of submission of all relevant documents as per the contract. Deductions, if any, shall be made in the 40% payment. Invoices for spares reimbursement may be submitted on every 15 days on calendar month i.e 15th and 30th of every month.
- 4.2. The payment for catering services to scientific team members shall be as per actual numbers on agreed unit cost of meal per day per person. Full day charges shall be leviable if two or more than two meals are served to a person. The rate shall be per day per person which is to include cost of all food, beverages and service charges. Less than two main meals will be charged 50% of per

day charges. The certificate of onboard NCPOR representative for number of scientific team persons/days to be submitted along with the monthly bill.

- 4.3. Though the payments will be varying as per the actual services availed, the total L1 value arrived at price bid evaluation will be considered as annual contract value for LD/Penalties, PBG and other purposes for each year.
- 4.4. For all equipment/machinery under warranty, preventive maintenance, and coordination with OEM for availing warranty services to be done, without any additional cost to NCPOR.
- 4.5. The estimated quantities stated for each service are tentative and not guaranteed. Per unit prices for each service are also provided separately. Actual quantity of services shall be used for claims by the Contractor and payments by Owner. If the price is stated as Zero (0), such services shall also be provided satisfactorily by the Contractor at zero cost.

5. LIQUIDATED DAMAGES:

The cruise plans shall be strictly adhered to. The Operator agrees to compensate NCPOR for any delay in the deployment of Contractor's personnel or deficiency in their performance on-board the Vessel that leads to idling of vessel, non-sailing of vessel, and any reasons on account of the Contractor that lead to delay in sailing /idling, non-availability of cooks leading to non-availability of food onboard/ non-supply of provisions, non-availability of critical spares & services, any other event like strike by the crew, which would cause any delay/ disruption of work. The compensation by way of penalty shall be calculated at the rate of 1% of vessel annual contract value for each calendar week of delay due to the above said or any other reasons owing to the Contractor up to maximum of 10% of the contract value of the respective year and would be recovered from the payments due to the Contractor. This is also applicable for any time loss at sea for the above reasons. Delays as above shall be sufficient basis for imposing Penalty, and damages actually suffered may not be required to be proved or quantified. In case the total amount of compensation exceeds the performance deposit, the bank guarantee shall be encashed and a new bank guarantee shall be provided immediately. In case of any delay in submission of Bank Guarantee, the ROMM bills payable submitted by the contractor shall be retained until BG is submitted to NCPOR.

The delays/ causes for levying Penalty are defined as under;

- Delay in sailing for scientific cruise on account of non-readiness of vessel or sailing with non-readiness of onboard machinery / equipment due to reasons attributable to the Contractor more than 12 hours
- If any damages result due to negligence of the Contractor whereby the Ship is rendered irreparable/ useless, then the damages will include but not limited to the cost of the ship. The decision regarding the damages as arrived at by the Surveyor will be the criteria for determination of damages. The charges towards replacements/ repairs of such damages will be borne by the Contractor so that the vessel is again made operational. The owner shall provide necessary assistance, if required.
- Loss/damage of any items due to negligence of the crew, the Contractor shall replace the lost/damaged items onboard immediately at no cost to NCPOR.
- In an event of strike by the ship crew, the contractor shall have to do needful as per the prevailing guidelines by MLC, 2006 issued by DG Shipping.
- Poor show on upkeep & appearance of the vessel, quality of food served, poor /non supply of engine and deck stores, delay in bunkering of ship, delayed arrangement of OEM/Non OEM engineer for more than 24hrs, non-submission of reports to NCPOR, will attract the penalties as per Penalty clause 14.

6. Performance Security:

- a. The contractor should deposit 10% of the total annual contract value i.e. Rs. xxxxxxxxxxxxxx as Performance Security **within 15 days** from the date of issue of LOI. Further, Performance Security should remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations as per the work scope. In case of any delay in signing the contract / commencement of services by the contractor onboard, the PS to be accordingly extended within 03 months of the commencement of contract.
- b. The PS should be submitted for each year separately @ 10% of the annual contract value. The contractor should submit 2nd year PS within one week from the date of the contract renewal and before expiry of the 1st year PS. Similarly, the 3rd year PS should be submitted within one week from the date of the contract renewal and before the expiry of 2nd year PS.
- c. The first year PS will be discharged after accepting the 2nd year PS and 2nd year PS will be discharged after accepting 3rd year PS. The 3rd year PS will be discharged after a period of sixty days beyond the date of completion of all contractual obligations of the supplier as per GFR guidelines.

Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NCPOR reserves its right to cancel the LOI and the EMD submitted shall be forfeited.

The performance security shall be refunded / discharged after virtual completion certification of the work scope as per the contract. The performance security shall be liable to be forfeited at the option of NCPOR, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the Contract.

NCPOR shall be at liberty to deduct /recover any of their dues from the performance guarantee. All compensation or any other sums of money payable by the Contractor to NCPOR under the terms of the Contract may be deducted from or paid by encashment/ adjustment of a sufficient part of the performance guarantee or from any sum due or maybe come due to the Contractor by NCPOR on any account whatsoever and in the event of his Contract Performance Guarantee being reduced by reason of any such deduction or encashment as afore said, the Contractor shall within fifteen days thereafter, make good the amount so reduced, in the form of Bank Guarantee in the prescribed format. If not made good within the said period, if NCPOR feels in public interest to terminate the contract and complete the work at the risk and cost of the contractor.

7. Law and Place of Jurisdiction

This CONTRACT is subject to Indian Law. The place of performance and jurisdiction is Goa.

8. Amicable Resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to or in connection with this Contract (including its interpretation) between the parties, and so notified in writing by either party to the other party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably through discussion between authorised representative of the parties. The parties agree to use their best efforts for resolving all Disputes arising under on in respect of this contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

8.1. Mediation/Arbitration/Dispute Clause:

- a) In the event of any dispute at any time during the entire duration of the contract, both the

parties shall try to resolve through mutual decisions to resolve such disputes as far as possible. In case of the same is not resolved, parties will submit for mediation to IEM under the integrity pact and as per extent instructions of Govt. of India for resolution. No party shall rush to any court of law without completion of the mediation process directed in Dept. of Expenditure order no. F.11212024-PPD dated 03.06.2024. In the event of any disputes, differences, interpretation or application relating to this agreement arise, the same shall be settled amicably by the parties.

- b) In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through the provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996).
- c) However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party, if any.

9. FORCE MAJEURE:

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NCPOR either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, Tsunami, Earthquake, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify NCPOR in writing of such conditions and the cause thereof. Unless otherwise directed by NCPOR in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this contract, the relative obligation of the party affected by such Force Majeure shall after notice under this clause be suspended for the period during which such cause lasts.
- ii. The term "Force Majeure" as used herein shall mean acts of God. War (declared or undeclared) riots or civil commotion, fires, floods, and Acts of Regulations of the Government of India or any of its authorized agencies. Force majeure may also include events that shall be declared by Government of India as Force Majeure event.
- iii. Upon the occurrence of any Force Majeure cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing, within seventy-two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory explanation in support of its claim.
- iv. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such causes lasts.
- v. Payment during "Force Majeure": It is understood and agreed by the parties to this Agreement that during the period of "Force Majeure", full fee shall be payable to the Contractor. NCPOR shall pay for any fuel and water consumed during the period of "Force Majeure".
- vi. Force majeure shall not apply to 'bad weather' due to cyclones or such weather phenomenon, which are being predicted and forecast regularly. Master's decision shall be final for all safety related matters. However, the Master must inform/ consult the Chief Scientist/ Vessel Manager/ NCPOR before taking any action regarding heavy weather-related decisions.

10. LODGING:-

The Contractor shall provide lodging for any and all personnel authorized by the NCPOR, to stay on-board within the capacity of the vessel accommodation.

11. Vessel's Specifications

Detailed specifications of the Vessel and the details of major instruments/equipment onboard are given at Annexure-I.

12. REIMBURSEMENTS:

Reimbursement of spares/consumables (This does not include the items listed at Clause. 13 below under 'Non-reimbursable' category). For reimbursement, the bills, payment receipt (bank transfer) and relevant documentary evidence should be submitted.

- 12.1.** OEM Spares/consumables bills will be reimbursed on actual with 10% overhead on material cost. The expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., shall be reimbursed by NCPOR at actuals. Spares invoice cost along with payment proof shall only be considered for reimbursement and overhead payment. Prior approval from NCPOR to be obtained for the procurement of spares and consumables with need, justifications and cost reasonability. All requisite supporting documents, including cost details, record of material received onboard, shall be submitted to NCPOR for reimbursement.
- 12.2.** Non-OEM spares /consumables will be reimbursed on actual with 10% overhead on material cost. The expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., shall be reimbursed by NCPOR at actuals. Spares invoice cost along with payment proof shall only be considered for reimbursement and overhead payment. The contractor is to ensure competitive prices through tendering process. Prior approval from NCPOR to be obtained for the procurement of spares and consumables with need, justifications and cost reasonability.
- 12.3.** In case of repairs of existing equipment at OEM facilities abroad, the expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., shall be reimbursed by NCPOR at actuals. The repairs cost is not reimbursable. Maintenance of equipment and repair shall be under contractor's scope to make equipment operational and available for scientific purpose all times. Necessary approvals for spares be sought from NCPOR with need & justifications & the same shall be reimbursed at actual. Prior approval from NCPOR to be obtained for the procurement of spares and consumables. All requisite supporting documents, including cost details, record of material received onboard, shall be submitted to NCPOR for reimbursement.
- 12.4.** For Calibration: The expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., in case of calibrations of existing equipment at OEM facilities abroad shall be reimbursed by NCPOR at actuals. The service/calibration/repairs cost is not reimbursable. Periodical calibrations/service as per standard practise of the equipment shall be under contractor's scope to make equipment fully operational. Necessary approvals for spares be sought from NCPOR with need & justifications & the same shall be reimbursed at actual.
- 12.5.** Hull & Machinery (H&M), Group Personal Insurance (GPA) for Supernumeraries and Protection & Indemnity (P&I) Insurance premium for ORV Sagar Kanya will be reimbursed at actuals, on submission of original payment receipt and approvals.
- 12.6.** Fee of Classification society /surveyors on actual after producing necessary bills with

supportive documents.

- 12.7. Bills from Port/Customs/ Immigration authorities or payment made to them would be reimbursed on actual. (Bills of private port authorities on their letterhead shall be accepted for reimbursement).
- 12.8. Reimbursement of DGPS subscription charges, Ship tracking system subscription charges, SAT-C usage fee and FBB/V-SAT subscription charges on actual with the prior approval.
- 12.9. Reimbursement may be as per contract rates.
 - 12.9.1. Charges of vehicles/ conveyance for the distance beyond 50km.
 - 12.9.2. Agency services for port-calls (one port call comprised of one arrival and one departure of the vessel).
 - 12.9.3. Diving services for underwater hull / propeller / transducers cleaning as per the instructions of NCPOR.
 - 12.9.4. Painting.
 - 12.9.5. Port entry passes (personnel and vehicles), Port passes with one year validity to be arranged for MoES/ NCPOR staff/ NCPOR authorized person.
 - 12.9.6. Boat arrangement & required permission.
 - 12.9.7. Labours charges for embarkation/disembarkation of scientific team/equipment.
 - 12.9.8. Winding of motors above 5HP (at actuals on approval).
 - 12.9.9. Any other reimbursable services not listed in the non-reimbursable clause 13.
 - 12.9.10. Arrangement of electrical and mechanical workshop at any Indian port for installation and commissioning of new shipboard and scientific machinery/equipment (at actuals on approval)

13. NON-REIMBURSABLES:

Contractor's obligations that shall not be reimbursed by NCPOR irrespective of cost: The charges for the below services should be offered in the price bid like in the General services, Management fee and respective line items.

1. Consumables and spares like:

- i. Cleaning materials, buckets, mugs, soaps, washing powder, V-belts, bolts, nuts, clamps and gaskets (not special in nature).
- ii. Freon Gas / Refrigerant for A/C plant, Split A/C Grease.
- iii. OBM petrol.
- iv. Painting tools such as paintbrush, chipping machine, brush and materials for surface preparation.
- v. Electrical spares such as, fuses, MCB [upto64A], bulbs, tube-lights, flood light bulbs, navigational lights bulbs, diode, capacitor, small transformer, contactor, over load relays, bulb holders, PLA relay, measuring instruments, choke, starter, push button, switches (lighting), socket (15A), petroleum jelly, PVC flexible hose, insulator, terminal connector.
- vi. Transport service for new spares /used spares deposition from/to NCPOR/ship at port
- vii. The adequate quantity of the lists [but not limited to] of spares and consumables which should be considered by the contractor towards smooth operation of NCPOR Research Vessel.

a. Engine Store:

Lubricating oil, Cylinder oil, Hydraulic oil, Gear oil, Grease, Fuel oil treatment chemicals, Cooling water treatment chemicals, Boiler water treatment chemicals, Descaling chemicals, Degreasers, Rust remover, Paint remover, Gasket sheets, Rubber sheets, O-rings, Oil seals, Mechanical seals, Packing material, Graphite packing, Teflon packing, Cotton waste, Rags, Emery paper, Grinding stones, Files, Hacksaw blades, Spanners, Ring spanners, Socket set, Torque wrench, Allen keys, Screwdrivers, Hammers, Chisels, Pliers, Adjustable wrench, Measuring tape, Vernier calliper, Micrometer, Feeler gauge, Dial gauge, Pressure gauges, Thermometers, Oil cans, Grease guns, Funnels, Oil filters, Fuel filters, Air filters, Strainers, Filter cartridges, Lube oil purifier spares, Fuel oil purifier spares, Pump gland packing, Pump mechanical seal, Pump bearings, Ball bearings, Roller bearings, Thrust bearings, Belts, V-belts, Couplings, Flexible couplings, Studs, Nuts, Bolts, Washers, Split pins, Lock wire, Welding rods, Welding electrodes, Gas cutting nozzles, Oxygen cylinders, Acetylene cylinders, Fire-resistant gloves, Safety goggles, Ear plugs, Coveralls, Helmets, Safety shoes, Oil absorbent pads, Spill kits, Fire extinguishers, Emergency lamps, Hand lamps, Extension cables.

b. Deck Store:

Mooring ropes, Polypropylene ropes, Nylon ropes, HMPE ropes, Heaving lines, Rat guards, Shackles, Turnbuckles, Wire ropes, Steel wires, Chain slings, Hooks, Pelican hooks, Snap hooks, Wire rope clips, Thimbles, Blocks and pulleys, Fairleads, Rollers, Grease for wires, Wire rope lubricants, Paint (primer), Paint (top coat), Anti-fouling paint, Thinners, Paint brushes, Rollers, Scrapers, Putty knives, Chipping hammers, Needle guns, Grinding discs, Cutting discs, Angle grinder, Portable drill, Drill bits, Welding machine, Welding electrodes, Gas cutting set, Oxygen cylinder, Acetylene cylinder, Tarpaulins, Canvas covers, Hatch covers sealing tape, Rubber packing, Gasket material, Lashing chains, Lashing wires, Turnbuckles for lashing, Twist locks, Cargo web lashings, Dunnage wood, Dunnage mats, Cargo nets, Cargo hooks, Slings, Spreader bars, Deck buckets, Brooms, Mops, Shovels, Squeegees, Fresh water hoses, Fire hoses, Nozzles, Hose couplings, Portable fire extinguisher, Lifebuoys, Lifebuoy lights, Lifebuoy smoke signals, Lifebuoy lines, Safety harness, Safety belts, Life jackets, Immersion suits, Work gloves, Chemical gloves, Safety helmets, safety masks, Safety shoes, Goggles, Ear plugs, Deck lights, Hand lamps, Signal flags, Whistles, Binoculars, Measuring tape, Chalk, Marker paint, buckets, mugs, linens, soaps, Bathroom mirror and curtains.

2. Log-books for Deck, Engine & Communication and SRB and relevant stationery onboard. Log-book and other stationery items to be printed annually as per the requirement.
3. The service/ maintenance of the items including engineer charges will be the Contractor's account.
4. Renewal (service and material) of pipelines up to 100 m of different sizes and all material per annum of vessel, valves of all material up to 4 inches size, flanges of all material and sizes of 50 nos. per annum of vessel and wooden furniture door lock beadings. Mooring line accessories and ropes up to 10mm size up to 100m.
5. Repairs of all metal doors/hatches/guard rails/PU ceilings/ aluminium frames/ SS frames.
6. Minor carpentry work like: i). Repair of doors, door locks, handles, hinges, keys, cupboard, chairs / sofa repairs, sofa/chair covers, curtains etc. ii). Fitting, placement and lashing of scientific equipment, computer etc., including labs also.
7. Electrical / Electronics repairs / spares / consumables: TV, Entertainment systems, Fans, Washing Machines, Refrigerators, Ovens, Galley items etc.
8. OEM recommended engine lubricating oils, coolants, freshwater additives, hydraulic oils for all engine, deck and other Shipboard machineries. Hydraulic power pack oil for Winches, Cranes, A-Frames, Thrusters, Windlass etc. All hydraulic oil as recommended by OEM/ NCPOR at no

additional cost to NCPOR. The above shall also be supplied

9. Sign-on & Sign-off of Scientific team [Agency fee is inclusive of Sign on/ Sign off in Indian and foreign ports]
10. De-rating charges
11. Expenditure towards OEM /Non-OEM/ OEM authorised service/repair and arranging them onboard for repair and as per work scope.
12. Repair cost on flood lights, minor electrical circuit components [MCB, indicator lamps, illumination light], fuses, 24Vbulb, control panel bulbs, up to 24W LED lights & fittings. procured from local sources/ NON-OEM sources.
13. Repair of entertainment equipment like TVs/ music-systems/ VCD/ DVD players/ dish antenna as required.
14. Repair of wall mounted/table top fans, general purpose power cables and telephone cables.
15. Expenditure towards scientific team's personal belongings, scientific material/any material authorized by NCPOR for clearance by customs/ CISF/ Port/ Coast Guard/ PHO/ Immigration during embarkation / disembarkation.
No. of scientific personal (including scientific equipment operator); 31 nos
16. Plumbing work/ pipe repair work, repair/renewal of fresh water and sea water taps, flushes, showers, mixers or any fresh water or sea water leaks in the concealed panels.
17. Any shore crane / lifting tackles used for vessel repair and maintenance.
18. Contractor's communication costs with his own Crew, AMC contractor, statutory authorities, MMD, DGS, IRS or any other agency.
19. Lodging and food expenditure for the contractors' personnel including the partners for housekeeping and catering.
20. Repair of general inventory of ship. Minor components renewal is also non-reimbursable.
21. Repair of side panel / ceiling panels, and renewal for 20 sq.m per year. The colour of the renewed ceiling shall reasonably match the existing colour.
22. Repair and maintenance of electrical switch board, panels and distribution systems.
23. Replacement of oxy acetylene gas cylinders, maintenance/ replacement of the gas welding/ cutting accessories.
24. ENC Charts and navigational publications on any IMO/ DG shipping publication weekly/ yearly. Publications weekly/ monthly or any periodicals necessary to supply to the vessel as per statutory requirements.
25. All batteries (for back up, used for Inverters, UPS) on-board for navigational, GMDSS, emergency lighting.
26. Maintenance of computers, printers, photo copier machines etc.
27. Replacement of buckets, mugs, linens, once in year. Minimum qty for six months are provided

Sl.No	Item description	Sagar Kanya
1	Buckets	40
2	Mugs	40
3	Linen set [pillow cover, bedsheets]	40

28. Bathroom mirror and curtains replacement once in every year.

Sl.No	Item description	Sagar Kanya
1	Mirror	35
2	curtains [bed & porthole]	50

29. Hire of gen-sets during maintenance, top overhauling and major overhauling as required.
30. Medical kits, medicines and first aid boxes replacements as per Statutory compliance.
31. LSA, LSS and FFA – service, repair, spare & accessories replacement and including service charges. Any repairs on the existing system to satisfy and pass the surveys are to the cost of the Contractor and any new additions warranted by the change of law are to be NCPOR account. Transportation/class fee is to the account of Contractor.
32. All log books/ monthly reports/ other documents that are to be submitted to NCPOR will be bound by the Contractor prior to submission for safe stowage or once in 6 months.
33. Cost towards removal and proper disposal of garbage, oily-sludge or contaminated bilge water generated during the operation of ship.
34. Cost towards all standard and general tools for utilities onboard ships.
35. Cost towards winding of motors for 5HP & less capacity.
36. Local transport– adequate number of Car/Tempo [based on the scientific team of the respective vessel] & one number of truck service each for embarkation and disembarkation for every cruise for scientific team & equipment with labours for loading & unloading. Number of car/tempo is based on the actual number of participants from the scientific team.
37. Cost towards arranging third party bunker surveyor and incidental expenses like Pumps/Hoses, collection of keys, etc.
38. Cost towards arranging third party for LO test, Cooling fresh water test and submission of reports once in three months
39. Cost towards arranging OEM/authorised service dealer for carrying out performance test twice a year and submission of reports.
40. Cost towards replacement of pressure gauges and temperature gauges, heat insulation laggings, fuel oil filters, lube oil filters etc.

14. PENALTY CLAUSES:

- a. If any damages result due to the negligence of the Contractor whereby the ship is rendered irreparable/useless, then the damages will include but not limited to the cost of the ship. The decision regarding the extents as arrived by the surveyor will be the criteria for determination of damages. The charges towards replacements / repairs of such damages will be borne by the Contractor so that the vessel is again made operational. The Owner shall provide all necessary documentary assistance.
- b. Any critical item [Class related item] if not in working condition, the penalty of Rs. 5,000/- per day per item up to bringing it to the normal operation
- c. Any propulsion related machinery if not functional (fully or partially)- a penalty of Rs. 5,000/- per day per item up to bringing the machinery to its normal operation
- d. Any deck and handling machinery is not functional (partially or fully), a penalty of Rs. 3,000/- per day per item up to bringing it to the normal operation
- e. Any item listed other than the b, c, d if not functional, a penalty of Rs. 2,000/- per day per item up to bringing it to the normal operation
- f. If there is no maintenance call as per clause no.2.9, additional penalty of Rs, 10,000/- per day

shall be applicable and if the situation continues to the next port of call, LD as per cl. 5 shall be applicable.

- g. Loss/damage of any items due to negligence of the crew, the Contractor shall replace the lost/damaged items onboard immediately at no cost to NCPOR.
- h. Failure in conducting water quality test, LO quality test, engine performance test as per the schedule indicated in maintenance clause and failure in using the OEM recommended fuel oil and lube oil filters shall attract penalty of Rs 25,000 per occurrence.
- i. Failure in submission of dry dock specification within the schedule indicated by NCPOR shall attract penalty of Rs 5,000 per day.
- j. Inadequate and Non supply of engine stores, deck stores, PPE, tools and tackles, provisions, lubes, which is critical for daily routine operations shall attract penalty of Rs 25,000 per occurrence.
- k. If delay in the clearance of sign on/off, material clearance, vessel clearance, the penalty of Rs. 10,000/- per day shall be applicable.
- l. Penalty of Rs.25,000/- per crew/officer per day, if the Crew/officer is not replaced as per NCPOR request within 10 days or at the earliest port of call.
- m. Penalty of Rs.30,000/- per day if fumigation and de-ratting not done in time.
- n. Above are in addition to the Liquidated Damage claims as cl. 5.

15. DELIVERY / RE-DELIVERY OF VESSEL:

The vessel shall be available to the Contractor at any port in India. An inventory of the vessel's entire equipment, outfit, appliances, spares, stores, vessel's galley equipment, outfit, appliances, spares and utensils shall be verified by Contractor, in the presence of NCPOR representative at the time of delivery and by the same parties at the time of re-delivery. Vessel may go for Sea-trials before take-over of the vessel on the request of Contractor. Incoming Master and C/E with C/O, 2nd Engineer, ETO (max.5) may be allowed to take part in the trial cruise before take over. Familiarization of other crew may be done by the above personnel. All expenditure including salary etc (except embarkation/ disembarkation/ victualling) for these staff till 'take-over' may be borne by the contractor. The Contractor shall redeliver the vessel with all equipment tools, tackles, spares, store and other accessories along with the latest inventory report to NCPOR on completion / termination of this Agreement in the same good order and ship shape condition in which it was delivered to him (normal wear and tear excepted). In case of missing of any item, suitable replacement will be made by the Contractor well before handing over and if the Contractor fails to do so, NCPOR shall arrange the same and deduct the incurred expenses as appropriate. In case of any repair, expenditure incurred towards rectification of these deficiencies shall be borne by the Contractor. An inventory of the vessel's entire equipment, outfit, appliances, spares, stores, vessel's galley equipment, outfit, appliances, spares and utensils etc shall be made by Contractor prior re-delivery.

The Contractor shall pay any/ all charges of repair and survey which are required to be carried out to bring the vessel fully operational and in same ship shape condition without any condition of class (CoC) as at the time of delivery, normal wear and tear excepted.

During take-over of the Vessel by the Contractor from NCPOR, the Contractor has to ensure the operational status of all equipment/ material status for any deficiencies, Same to be brought to the attention of NCPOR. Expenditure incurred towards rectification of these deficiencies shall be addressed/borne by NCPOR.

The re-delivery of the vessel shall be affected at any port in India as determined by NCPOR. At takeover, any Condition of Class (CoC) by class to be rectified by the Contractor failing which same shall be rectified by NCPOR and cost recovered from the Contract or from the performance bank guarantee. In the event of such losses exceeding the performance bank guarantees or any money payable, contractor shall bear and reimburse all such expenses.

The contractor has to submit NO DUES certificates from all subcontractors.

List of particulars of the vessel shall be as per the current delivery protocol and takeover inventory.

16. PERIODIC INSPECTION:

NCPOR shall have the right to inspect/ survey, at its option and cost, at any and all times and at any port in India/ abroad, the vessel, housekeeping, quality of food materials supplied, quality of food served, maintenance & status of machinery and equipment etc. as well as supplies being provided by the Contractor under this Agreement. The Contractor undertakes and guarantees full and unhindered access to the vessel for inspection by the representative of NCPOR at any and all times. Items rejected on inspection, following standard Marine Practices shall be replaced by the Contractor. It is understood by both parties that any inspection by NCPOR referred to in this clause shall in no way reduce or diminish the Contractor's responsibility and obligation with respect to the statutory/ class requirements. It is the Contractor's express obligation to follow and observe all applicable laws, rules, regulations and orders of the land to keep the vessel afloat, in a safe, good, seaworthy and operational conditions at all times during the currency of this Agreement and any other extension thereof.

17. AREA OF OPERATION:

The vessel is required to operate anywhere in Indian off-shore or deep waters at any depth as admissible, and undertake voyages as required to proceed to such area of operation as directed by NCPOR. The vessel may be stationed at any other Indian/ foreign Ports for any period within the currency of the Agreement, adhering to the cruise plan projected for the vessel by NCPOR. The vessel is expected to be operated in any seas in Indian Ocean Region and elsewhere as may be required.

18. DETAILED SCOPE OF WORK:

18.1. MANNING / CREW REQUIREMENT:

1. Running, Manning and Maintenance:

To operate the vessel with Master and other Crew and assist the Scientists in collection of samples, retrieval and deployment of data buoys, testing of deep-sea mining crawlers, and any other technology demonstration/ scientific activities as decided by NCPOR. The expected number of Officers and Crew to be deployed by the Contractor or for the vessel shall be as per details given below. All the Officers and Crew shall have the experience mentioned in the NIT & necessary training and should have completed the STCW courses prescribed by DGS. All officers and crew to meet all mandatory requirements / certificates as required by statutory authorities also. Crew list including crew change if any, shall be submitted along with monthly report.

i. ORV Sagar Kanya

Sr. No.	Crew
1	Master FG
2	Chief Officer FG
3	2nd Officer FG
4	3rd Officer FG
5	Chief Engineer FG
6	2nd Engineer FG
7	3rd Engineer FG
8	4th Engineer FG
9	Electro-Technical Officer (ETO)-1 nos
10	Medic / Nurse
11	Catering / Housekeeping officer FG
12	Deck crew / Helmsman / ratings – 6 nos
13	Engine crew / ratings – 5 nos
14	Fitter / Oiler –1 no
15	Chief cook and 2nd cook
16	Saloon rating - 3 nos
17	UH – 1 no

The Master is to execute the cruise programme in accordance with the instructions from the Chief Scientist on-board; however, Master shall be responsible for the safety of the vessel and personnel on-board. Any two of the Officers should possess GMDSS endorsement who shall function as a GMDSS Contractor in lieu of GMDSS Contract or as per N-1 safe manning rules of DG Shipping.

All Officers and rating should have all relevant certificates (STCW, Firefighting, etc.) approved by DG Shipping and as required by statutory authority. The minimum safe manning plan approved by DG Shipping will be the basic guideline for employing personnel on the ship, however NCPOR requirements need to be taken care of without compromising on MSMP in view of the operational requirements of the vessel. Any extra manpower requirement shall be as per the quoted price.

ii. Crew Management: -

- a) The entire Crew and Officers shall be Indians only
- b) Minimum experience of Crew as per Annexure-VI
- c) All the Officers and Crew are expected to maintain cordial relationship with the Scientists and assist them in executing the scientific tasks.
- d) Ensuring that all Crew has passed medical examination with a qualified Doctor certifying [DG approved] that they are fit for duties for which they are engaged.
- e) Ensuring that the Crew has common working language of English and Hindi of a sufficient standard,
- f) All officers, engineers, deck and engine crew should be properly certified as per STCW/ DG Shipping rules, including any revised rules that may come into force from time to time. Crew to be provided with proper familiarization with their duties in relations to vessels SMS and ISM Code.
- g) Crew to be provided with proper familiarization with their duties in relations to vessels

SMS and ISM code.

- h) INSA/MUI/NUSI base/minimum rates to be complied.
- i) Employment of Ship crew will be governed as per the agreement between Maritime Union of India (MUI) and Indian National Ship Owner's Association (INSA)
- j) Insurance for any other purposes as required by the bidder, to be arranged by the Contractor without any additional cost to NCPOR.
- k) Statement of manpower compliance to the contract shall be submitted along with monthly bills.
- l) Payment to the manpower to be paid on 10th of every month through digital mode to their respective bank accounts.
- m) Deployment of manpower should be done after submission of file containing full credentials/personal details of manpower staff, including Aadhar / Election card, passport, CDC, certificates etc.
- n) Deployed manpower should have a decent dress code with a name tag for proper identity and security point of view.
- o) Undertaking by contractor /service provided regarding maintaining the confidentiality of data by the deployed manpower, Undertaking that NCPOR will not be responsible for any accidental/death/mishap with deployed manpower while on duty at Govt official premises, Undertaking that in case of loss/damage to Govt. property while working on vessel by their manpower and later at any stage by the deployed manpower for security/operation etc. will be at the cost of Contractor to be submitted.

2. *Catering and Housekeeping:*

To do housekeeping, catering with cooks and assists to serve to the Scientists. Details of each cruise programme will be provided well in advance with the number of scientists and operations plan etc.

18.2. TERMS AND CONDITIONS:

1. Running, Manning and Maintenance:

The Contractor shall employ qualified (as per Annexure-VI) and competent and certified people to ensure smooth operation and safety of the vessel and ensure that the minimum requirements like INDOS registration, STCW, ISM, ISPS as laid down by statutory authorities are met with. NCPOR has every right to ask replacement of any Crew who is/are non-operative in carrying out the planned works onboard by the Scientists or NCPOR personnel in running of the Vessel or incompetent to do the work assigned to him/them or not performing up to the satisfaction of NCPOR /Chief Scientist. A list of persons declared Person anon-grata earlier as available with NCPOR should not be reemployed by Contractor on NCPOR vessel under this contract.

Operation of the vessel shall be as per the cruise plan provided and as per the instruction of NCPOR/Chief Scientist on-board. The vessel shall be operated strictly as per the statutory regulations and standard operating procedures.

Consumption of alcohol, drugs, etc., by the Master and his Crew members is strictly prohibited onboard the vessel and also should not indulge in any anti-national activities.

Contractor shall implement ISM code onboard the vessel. Contractor should fulfil requirement

of ISM and maintain documentation as per the ISM code and practice the same. ISM auditors shall conduct periodic ISM audit of the vessel and Contractor's office for compliance of the same.

The Contractor/ ship staff shall maintain documentation onboard as mandated by the statutory authorities and as required by NCPOR. The documentation consisting of SRB, Inventory, defects occurred and material in and out etc. are also to be maintained.

2. ISPS:

The Contractor shall implement the requirements of the ISPS code if any as specified by DGS/ Statutory authorities for the vessels of this nature. Contractor shall implement the procedures of security on-board as well as a shore and shall maintain, file with authorities the relevant records for compliance and smooth operation, entry/ exit of vessel. The Contractor shall nominate trained, certified personnel for appropriate functions like Company Security Officer (CSO), onboard Security Officer, etc if applicable.

3. Catering to all Scientists, MoES/NCPOR Personnel onboard:

3.1. The Contractor shall provide food and other beverages to the Scientists/ MoES/NCPOR personnel onboard. The contractor is required to provide the following for the scientific team members

Breakfast
Lunch
Dinner
Tea/Coffee/Snacks [twice a day]

- The payment shall be as per actual number on agreed unit cost of per day per person of scientific team. The certificate of onboard NCPOR representative for number of persons/days to be submitted along with the monthly bill. Full day charges shall be leviable of two or more than two meals are served to a person. The rate shall be per day per person which is to include cost of all food, beverage and service charges. Less than two main meals will be charged 50% of per day charges. Minimum number of cooks and stewards to be deployed on-board as specified. No separate charges for cooks/stewards/ utility-hands can be claimed from NCPOR.
- The meals to be served to the scientific team members at the designated places
- Following are the estimated man days numbers (scientific team) for the vessel;
Sagar Kanya - 7000 man days
- Atleast one special VIP meals per week should be served to all MoES/NCPOR personnel onboard. Approx. number of meals per year including meetings onboard etc. is estimated for Sagar Kanya - 300 meals.
- Catering services for Contractor's personnel onboard shall be taken care by Contractor as part of contract price and not chargeable separately.

3.2. The Contractor shall provide food and other beverages to the Scientists, MoES/NCPOR personnel onboard. A weekly menu is given at Annexure-IV. All items listed shall have to be provided as per schedule. The terms and conditions are as follows:

- i. If the food is rejected for a particular time of a day by the Chief Scientist on behalf of the scientific team and NCPOR personnel, an alternate substitute food with equal calories shall have to be provided immediately.
- ii. The Contractor shall procure good quality food materials.

- iii. The utensils in the ship shall have to be handled carefully and all the damaged utensils shall have to be replaced by the Contractor. In case the Contractor feels that there is a need for replacement of the utensils/ stove/heater, etc., prior approval has to be taken for the replacement and charges for the same shall have to be intimated at that time.
 - iv. The food expenses of Scientists and NCPOR personnel shall be paid by NCPOR for the days they occupy the vessel, and shall be on daily rate basis. The Chief Scientist / NCPOR personnel shall certify the number of persons to whom catering facilities have been provided. The number of Scientist on-board shall be intimated before commencement of a cruise. The prescribed menu has to be followed and not to be cut-short without proper authorization from NCPOR / Chief Scientist.
 - v. If a Crew member/ Scientist / NCPOR personnel suffering from sickness, including sea sickness, an appropriate diet shall have to be provided to him/ her.
 - vi. The catering service to the contractor's personnel onboard (Officers/crew/workshop engineers) are to be taken care by the Contractor.
 - vii. **Spare Utensils:** In case of requirement, Contractor may utilize utensils from the vessel's stock or from the NCPOR's stock with the consent of NCPOR. Any additional utensils and cooking appliances requirement shall be informed to NCPOR or approval in accordance with reimbursable / non-reimbursable clauses of the contract. On approval, the Contractor may replace such items and the cost of the same at actuals excluding any transportation charges shall be reimbursed by NCPOR as per the following conditions:
 - viii. The supply on-board must be accompanied by original Invoice from the supplier. Delivery challan may be acceptable during the supply and original invoices; mate receipt & payment proof shall be provided while reimbursing amount NCPOR requirement (if any).
 - ix. The supply should be entered in the Stores Received Book (SRB) duly signed by Master and NCPOR Representative and spares ledger maintained on board.
 - x. The supply should be recorded and signed by the mate in the mate receipt on board.
 - xi. Mate receipt signed by Master, mate and NCPOR representative along with SRB entry, ORIGINAL invoice and bank transfer receipt must accompany the claim of the Contractor for reimbursement. This is applicable to all the materials supplied and received on-board under reimbursement clause.
 - xii. Mere Invoices from supplier without proof for payment by the Contractor shall not be entertained. Proof of payment against the supplier Invoice must be enclosed. As far as possible, NCPOR would supply linen/ utensils/ cutlery to the ship.
- 3.3. **Catering during Dry-docking:** The Contractor shall coordinate and provide sufficient food for the NCPOR/nominated personnel who are involved in dry-docking work. In case Galley is not operable during dry-docking period, Contractor shall have to supply food from outside at contract rates. Contract rate for food shall be irrespective of India or foreign locations. Providing food to NCPOR personnel during dry-docking also shall be Contractor's obligation as per contract rates. Accommodation for the crew & officers during the drydock shall be the liability of the Contractor.

4. Housekeeping:

The entire vessel, its system, galleys, cabins, recreation rooms, Officers/Scientists toilets, etc., will have to be kept tidy, clean and serviced regularly. The cabins and spaces are to be mopped

and cleaned every day.

Only approved cleaning material shall have to be used. All housekeeping tools including vacuum cleaner, mops, buckets, mugs, brooms etc., and consumables of reputed brand will have to be provided by the Contractor.

The catering Crew shall function under the control of the Master.

The towel, soap, toilet paper will have to be provided. The toilet utilities like buckets, cleaning materials for bathroom shall have to be replaced periodically **every six months**.

The Contractor may keep adequate number of linens for changing. Initially the ship shall contain only two set of linen. Every week-end, bed and bath linens should be changed. The bed should be maintained. Whenever any damage occurs, the replacement of linens/ bed materials (reimbursable) to be replaced if the Chief Scientist of the cruise/ NCPOR personnel asks to do so.

Poor show on upkeep and appearance of the vessel will attract the severe penalty

5. Replacement of Medicines as per ILO:

The medicines in the clinic shall be replaced as per the MMD / Port Health Department norms at the cost of the Contractor.

18.3. OPERATIONAL BASE:

As the vessel cruises continuously, it may become necessary to relieve and change the Crew at any port of India. The Contractor should schedule of change of Crew and its personnel to match the tentative cruise programme. The Contractors should have a local base or establish one or may have sub-contractors/agent at Chennai/Goa/Cochin for co-ordination with NCPOR for running the vessel.

18.4. CRUISE PROGRAMME:

The vessel shall be used for various programmes of the MoES such as retrieval and deployment of data buoys in the coastal and anywhere in the Indian-waters, International-waters as per the plan provided, and all lawful duties as directed by NCPOR including but not limited to list provided. During the cruises following activities shall be conducted at each location/point:

- 1 Collection of plankton samples using plankton net in one of the winches.
- 2 Deployment of workboat for collection of samples from shallow water and selected estuaries.
- 3 Conduction of scientific and technology experiments in sea.
- 4 Deployment of current meters as per scientist schedule.
- 5 Bathymetric survey using echo-sounders, Multibeam, side scan sonar, ADCP and sub bottom profiler etc., at grid level of 1 or less or more.
- 6 Underway Swath Multibeam Surveys, Geophysical & Seismic surveys in coastal seas, deep and polar waters.
- 7 CTD profiling, water sampling operations.
- 8 Biological sampling using vertical and horizontal sampling through various nets.
- 9 Surface and deep-sea mooring operations / Data buoy operations.
- 10 Seabed samplings using corers and grabs. Rock dredging with chain bag dredges.
- 11 Underway Oceanic observations, Upper air atmospheric data collection etc.
- 12 Underway surface met and current measurements.

- 13 Deployment / retrieval of heavy test / prototype equipment with DP.
- 14 Onboard analytical works and data processing.
- 15 Training to researchers / students.
- 16 Any other activities as advised by NCPOR.

The cruise programme is subject to change dynamically due to change in priorities as decided by NCPOR and Contractor shall ensure compliance of the same.

18.5. CLEARANCE OF THE VESSEL AT PORTS:

The Contractor shall be responsible for obtaining port clearances, arrangement of berths, pilotage (where required) at each calling port and shall maintain safe stay of the vessel in ports for the stipulated period in the cruise programme. All requirements of ISM, ISPS, etc., shall be complied with. The Contractor shall be responsible for clearing of men and material of the Scientists who shall be embarking and disembarking through customs and security following appropriate procedures. A copy of equipment shipping bill copies to be provided to NCPOR while loading the scientific equipment for every cruise.

18.6. SUPPLY OF FRESH WATER:

The Contractor should ensure the supply of sufficient quantity of potable fresh-water through entire period of cruise/port stay/anchorage and replenishing at every port call as and when required apart from utilization of onboard FW generator i.e. in addition to output from RO system onboard. Fresh-water is required in the laboratories and washing of deck and deck equipment also. The Contractor should have a prior arrangement with the port for filling up of fresh-water. The fresh-water should be potable as per IS Standard-IS 10500 (2012).

18.7. BUNKERING OF VESSEL:

The contractor shall bunker the vessel as and when required, to make the vessel available for scientific operation at all times. The log-book containing the fuel levels on-board should be strictly maintained and a report on fuel consumption of the vessel shall be submitted to NCPOR Institute along with monthly reports. The Fuel on-board before and after bunkering (BDN copy of Bunker supplier) shall be certified by the Chief Engineer and Master, NCPOR Institute's representative or Chief Scientist and to be certified by a third-party surveyor (authorized by DGS) and reports to be submitted to Owner at the earliest. Bunkering when done in India shall be done through IOC/BPCL. NCPOR shall pay directly to IOC/BPCL/or any other Nationalized bunker company for procurement of fuel & necessary liaison is to be done by the Contractor for smooth & proper bunkering of the vessel. All associated costs like Pumps/Hoses, collection of keys, third party survey etc., shall be borne by the contractor as part of general services. Bunkering in foreign parts shall be done through foreign port agents against bunker advance paid to the contractor/Oil company. Also to ensure supply of lubricants, chemicals, coolant etc both in India and abroad, and arranging/ attending to surveys and repairs, painting, supply of shore labour as required. Contractor to arrange for sampling and Testing of Fuel Oil sample during receiving Bunkers as applicable without additional cost to NCPOR. The test report shall be submitted along with monthly invoices. Also periodic checking of Lub Oil/Hyd. Oil Testing for running machinery including Aux. Engines, Emergency DG sets, Winches, Cranes, Power pack units etc. to be arranged and reports to be submitted to the Owner once in three months.

18.8. SPARES:

Any reimbursable spares to the vessel viz. machinery spares/ material etc. must adopt the following procedure, without which the reimbursement shall not be allowed.

- i. It is also the responsibility of the Contractor to foresee the spares requirement and liaise with OEM for obtaining quotations and other procurement procedures as per the procedures laid in the tender
- ii. Prior approval of NCPOR is to be obtained.
- iii. To establish competitive price through tendering process.
- iv. price reasonability has to be submitted along with the spare procurement proposal.
- v. The supply on-board must be accompanied by an original copy of the Invoice from the supplier.
- vi. The supply should be entered in the Stores Received Book (SRB) duly signed by Master or NCPOR representative and ledger maintained on-board.
- vii. The supply should be recorded and signed by the Chief Mate in the Mate receipt on-board.
- viii. Mate receipt signed by Master, Chief Mate and NCPOR representative along with SRB entry, Delivery challan, ORIGINAL invoice and bank transaction summary/receipt must accompany the claim of the Contract or for reimbursement. This is applicable to all the reimbursable materials supplied and received on-board.
- ix. Spare parts bill shall be from the source of supply / OEM and purchased from authorized dealers and recognized dealer. The purchases made shall be on competitive basis with minimum three quotations if sourced from the open market other than OEM's or as per NCPOR norms if any.
- x. The detailed report should be submitted for spare availability, utilization and requirement once in three months.
- xi. All requisite supporting documents, including cost details, record of material received onboard, shall be submitted to NCPOR for reimbursement.

18.9. DRYDOCKING:

The vessel shall be dry-docked as per class requirements for hull cleaning, sand blasting and painting, overhauling of ship side valves and other classification society surveys as per the procedures. The entire expenditure towards dry-docking shall be borne by NCPOR. The drydocking yard will either be in India or abroad. Contract rate for food shall be irrespective of India or foreign locations. Providing food to NCPOR personnel during dry-docking also shall be Contractor's obligations as per the contract rates. Accommodation for the crew & officers during the dry-dock shall be liability of the Contractor.

The following procedure shall be adopted for dry-docking jobs.

- a. Six months before the due date for drydocking, ROMM contractor shall submit the Drydock work scope in line with the survey requirements and defect lists to NCPOR. The defect list should be exhaustive defining entire scope of work [statutory & operational requirement] in detail and indicating in way jobs as applicable.
- b. Long lead spares required for all the machinery during drydock shall be submitted to NCPOR eight months before drydocking.

- c. NCPOR shall tender the dry-docking lay-up repairs and identify/ select suitable Shipyard to do the jobs.
- d. The selected shipyard shall be placed under administrative control of Contractor to get the jobs executed within the stipulated period.
- e. During the drydock, the Contractor shall depute experience Master, Chief Engineer, Chief Officer and Second engineer, until completion of drydock repair works. For continuity and operational efficiency, it is preferable that the same crew, including officers and drydock superintendent, attend the vessel for the full duration of dry-docking.
- f. The vessel shall be dry-docked as per class requirements for hull cleaning, sand blasting and painting, overhauling of ship side valves and other classification society surveys as per the procedures.
- g. Contractor shall liaise, co-ordinate and get the jobs done in the time frame fixed jointly by NCPOR, contractor and Shipyard.
- h. During Dry-dock, the contractor has to arrange at his own cost for the stay, transport and food for the Crew outside the vessel and arrange to provide security for the vessel and systems round the clock at his own cost. However, it is encouraged for the crew to stay onboard during the dry-docking.
- i. The number of drydock period that shall be considered for CREW boarding & lodging
Sagar Kanya – 100 days
- j. Competent / Experienced Technical Superintendent [with at least TWO dry-dockings experience] shall be deputed who will act as a single point of contact for entire period of drydocking. The report should be submitted in weekly basis along with progress and plan. He should attend all jobs in the dry-docking and certify the works done satisfactorily.
- k. Per day charges of Superintendent shall be paid as per agreed rates.
- l. During the end of Dry-docking, IRS surveyors should be arranged to inspect the vessel and certificate should be updated/ validated /renewed as may be required.
- m. Likely shipyards for dry-docking shall be any port in India /Chennai /Mumbai /Cochin /Vizag etc / or Colombo /Singapore/ Malaysia/ Dubai etc.
- n. Cost of the dry-dock paints shall be included in the scope of the dry-docking.
- o. The scope for the contractor, yard and NCPOR will be as per standard operating procedure of MoES/NCPOR.

18.10. MAINTENANCE AND REPAIR OF THE SHIP: [charges in this regard, shall be included in the price bid - Sl. No. 1.1]

- a) The Contractor is to maintain and carry out the repairs of the ship (hull, machinery and equipment) and all the systems in the ship other than the scientific equipment in the laboratories by engaging authorized service Engineers of the systems/ competent service Engineer/ Ship staff. These systems include engine room machines, navigational equipment and winches, refrigerators, A Frame, Deep freezers, A/C plant, Split Air conditioners, all furniture, including the furniture in the scientific laboratories, galley equipment and other items such as window panes, glass, etc.
- b) During port stay, Gen-sets, Diesel Electric propulsions systems, A/E, motors, pumps, bow thruster, winches, windlass, A/C etc., to be serviced by suitable service agency as per maintenance schedule recommended by the OEM. All reimbursable expenses towards spares provided by OEM/ OEM authorized dealer/ recognized dealer shall be done as per contract terms.
- c) All deck machinery, winches, cranes, A-frames, booms, wires etc related to general vessel

operational activity are under the scope of vessel maintenance by contractor.

- d) All the statutory surveys including the Classification Society (IRS) Surveys, Special Purpose Ship Surveys and any other mandatory surveys must be arranged by the Contractor. All the LSA, FFA, LSS Extinguishers must be serviced and maintained by Contractor. Any repairs/service on the existing equipment to satisfy and pass surveys are to the cost of the Contractor and any new additions warranted by change of law are to NCPOR account.
- e) The service and maintenance charges in this regard shall be included under lump sum. These charges include cost of bringing the servicing personnel on-board, their service (labour) charges, transportation, stay, communication, crange and other costs.
- f) The Contractor should ensure adequate maintenance of ship and all systems, failing which, the down-time clause and penalty as per LD clause shall be applicable. Contractor shall be allowed 15 days per operating year for maintenance / repair of the vessel.
- g) Pest control sprays should be done every month. The vessel should be maintained insect-free and rodent-free always. Necessary preventive actions should be taken on regular/daily basis.
- h) Underwater Diving Inspection: Contractor to arrange underwater diving services for cleaning hull, transducers / repairs, and for all the maintenance requirements including hull /propeller cleaning. Underwater diving should be undertaken at least once in a year and reports [including video/photos] shall be submitted. The service shall be undertaken along with the associate scientific partner and NCPOR representative.
- i) De-ratting: De-ratting should also be done once in three months. The cost of de-rating is deemed to be included in the price bid.
- j) Contractor should depute Superintendents for superintending all the jobs given to workshops. Contractor should buy and supply genuine spare parts to the workshop/ ship repairer. Any spares are to be procured by the contractor for operational maintenance of the vessel, approval of NCPOR is to be taken.
- k) Hot-work onboard: The Contractor shall obtain all the relevant hot-work permissions for any welding jobs on-board ship at pier or at anchorage. With the changes in scientific activities NCPOR may modify various handling systems on-board which may require considerable amount of hot-works on-board. Hot work permissions and fire sentries to be arranged by the contractor as part of contract without any additional cost.

18.11. Monthly Submission of Performance Report

Monthly submission of performance report [Annexure-V] is provided along with individual crew certificates (NCV/FG/CDC) shall be certified by the Master and NCPOR's representative. Performance report for each scientific cruise by Master endorsed by the Chief Scientist and NCPOR representative is also should be submitted along with the claim of the payment. Any additional reports as required by NCPOR.

18.12. INVOICING:

- 1 The Invoices raised by the Contractor must be serially numbered for the vessel.
- 2 The Invoices must be entered in a database/register with serial number to track the payment made.
- 3 Invoice must contain the claim details, vessel name, clause and sub division under which it is payable, mate receipt, Original supporting bills/Invoices/Receipts etc.
- 4 Invoices may be pre-receipted to avoid delay in receiving payment.
- 5 Invoices must contain competitive quotation for spares procurement (Authorized sales dealer/ wholesale). All requisite supporting documents, including cost details, record of material received onboard, shall be submitted to NCPOR for reimbursement.

- 6 Any and all reimbursable invoices should accompany the supporting documents but not limited to viz, work done report, payment made to the respective third-party subcontractor/vendor against their invoice, receipt submitted by the third-party subcontractor, record of material received onboard, etc.

The Contractor can utilize the spares available onboard for repairing and maintenance of systems and replace them. For procurement of new spares, prior approval has to be obtained. The cost of replaced reimbursable spares shall be reimbursed by NCPOR as per contract. Cooling freshwater & its additives and Lube oil supply should be strictly as per the recommendations of the manufacturers

18.13. PAYMENT TERMS

18.13.1. NCPOR shall pay to the Contractor the above payments on monthly basis on receipt of invoices in order. The payment towards reimbursement of spares/consumables cost would be made as and when the bills are submitted along with relevant documents as indicated.

18.13.2. NCPOR shall pay to the contractor a lump-sum amount per day or part thereof on aggregate basis for the days the vessels are is under ROMM in operation, payable on completion of each calendar month as detailed in the tender. Tentative payment schedules for vessel would be as below:

18.13.3. **Running, Manning and Maintenance:**

- a. The payment shall be made in two parts for the monthly invoice, first part (limited to 60% of Invoice) will be paid within 15 days of receipt of the invoice in order. The second part shall be released subject to cl. b.
- b. Second part of monthly charges (40%) shall be processed after ensuring compliance as per governing clauses and based on the due verification of the following documents for satisfactory performance.
 - i. performance reports as at Annexure-V
 - ii. daily deck & engine logs with the work done
 - iii. Work done reports as per clause 3.1 & 3.2 of the contract and including Routine, preventive and breakdown of the vessel machineries report as per clause 2.9.
 - iv. It is the responsibility of the contractor to make the timely payment to all entities engaged under this contract. In the event of any complaint receiving on non-payment same shall be forwarded for prompt settlement and submission of necessary proof. In case the contractor has not made due payment, NCPOR may levy 2% of the outstanding payable as a penalty in any of the bills payable to the contractor. Any penalty/charges to be paid to such entity due to non-payment / delay in payment will be borne by the contractor.
 - v. Contractor to ensure timely payments to all subcontractors, crew, service providers etc.
 - vi. Cruise feedback report & action taken against the scientific user feedback along with required documents and certification by NCPOR.
 - vii. Other Reports as per contract clause 2.9 of the model contract
 - viii. The contractor is bound to submit all necessary documents along with the invoice. The first part of the payment (60%) will be released immediately on receipt of invoices subject to satisfactory operation of the vessel without any hindrance to

the scheduled cruise plans. Balance 40% of the payment will be released after verification of bills, performance and submission of reports and operation/maintenance logs etc. Deductions, if any, shall be made in the 40% payment. Processing of remaining claims if any, will be subject to satisfactory submission of supporting documentation.

18.13.4. The payment for catering services to scientific team members shall be as per actual numbers on agreed unit cost of meal per day per person. Full day charges shall be leviable if more than two meals are served to a person. The rate shall be per day per person which is to include cost of all food, beverages and service charges. Less than two main meals will be charged 50% of per day charges. The certified meal voucher by onboard NCPOR representative for number of scientific team persons/days to be submitted along with the monthly bill.

18.13.5. For operation & maintenance of scientific equipment: Third party team shall be providing the operation and maintenance of the scientific equipment. However, the required support has to be provided based on the demand of scientific team, scientific operating partner and success of the scientific cruise. Crew support is requested while scientific operation and its preparatory work. Example - water & sediment sampling, winch operation, deployment and retrieval, survey, cleaning of scientific items and so on.

It is the responsibility of the Master & Ship crew to provide the required/extended operational support to complete the planned scientific operations along with safety measures. Any kind of support envisaged by the scientific operator, manpower support needs to be provided immediately to facilitate the successful operation of scientific expedition onboard. The deck machineries such as frames, winches, cranes etc., if required, to be operated and assistance in handling heavy scientific items by the ship crew during the onboard scientific operations.

During deployment/ retrieval of any scientific equipment, adequate ship's officer and crew should be present and support scientific equipment engineer team onboard to ensure the safety of personnel and equipment and for the successful completion of scientific operations.

18.14. COMMUNICATION EQUIPMENTS ONBOARD:

- a) The satellite telephone/ telex/ fax as the case shall be within the overall control of Master and he should maintain a log-book for all calls/ messages originated from the vessel. The Master shall be responsible for any discrepancy between the log-book details and telephone/telex bills from Communication Company. Charges for the telephone/telex/fax made by the Contractor and his men shall be borne by the Contractor. The relevant amount shall be deducted while making schedule payment to the Contractor. The quarterly report [status & work carried out] shall be submitted for all communication & navigation equipment from the shore based annual maintenance contractor.
- b) The shore based annual maintenance contractor of the communication equipment employed by the Contractor shall be under the overall control of Contractor. Contractor to be solely responsible for satisfactory up-keep and maintenance of overall communication and navigation equipment as required by the statutory authorities.
- c) Contractor must anticipate delay in sailing if any due to non-functionality of GMDSS equipment, and must liaise with concerned AMC contractor and rectify the same or arrange any alternate on his own and sail the vessel.

- d) Contractor can use the email facility onboard to communicate with their base and agents for Logistics and other official communications pertaining to the vessel operations which shall be allowed without charge and be borne by Owner.
- e) The subscription charges of fleet broadband/V-SAT approved by NCPOR shall be reimbursable as per tariff.
- f) The monthly charges of Sat-C terminal charges for GMDSS equipment shall be reimbursable as per tariff & approved by NCPOR.

19. PERIODIC INSPECTION:

NCPOR shall have the right to inspect/ survey, at its option and cost, at any and all times and at any port in India and abroad, the vessel, any and all items of machinery, equipment, tools, materials as well as supplies being provided by the Contract or under this Agreement.

The Contractor undertakes and guarantees full and unhindered access to the vessel for inspection by the representative of NCPOR at any and all times. Items rejected on inspection, following standard Marine Practices shall be replaced by the Contractor. It is understood by both parties that any inspection by NCPOR, referred in this clause shall in no way reduce or diminish the Contractor's responsibility and obligation with respect to the statutory/ class requirements. It is the Contractor's express obligation to follow and observe all applicable laws, rules, regulations and orders of the land to keep the vessel afloat, in a safe, good, seaworthy and operational conditions at all times during the currency of this Agreement and any other extension thereof.

20. STATUTORY REQUIREMENT:

The vessel shall be employed in such lawful activities in the operational areas of offshore Indian-waters / International-waters. During the tenure of this contract, nothing shall be done by the Contractor in contravention to any law, Act and/ or Rules/Regulations, there under, or any amendment thereof governing inter-alia, sea-customs, "Stowaways", foreign exchange, Marine Pollution and National Security.

21. INSURANCE:

- a) The Hull & Machinery and Group Personal Insurance for Supernumeraries (H&M-GPA) and Protection & Indemnity (P&I) insurance for ORV Sagar Kanya shall be renewed by the successful bidder whenever the policy is due for the vessel.
- b) The H&M-GPA insurer to be identified through limited tender process from Public Sector Undertaking (PSU) firms only with the approval of NCPOR.
- c) The P&I insurer to be identified through tender process from firms under P&I club empanelled with DG shipping. The successful bidder is to obtain quotes and submit the comparative statement to NCPOR for approval.
- d) The final copies of the insurance policies shall be submitted to NCPOR for record purposes.
- e) The payment paid for insurance premium can be reimbursed from NCPOR at actuals, on submission of original payment receipt. In addition to the above, any other insurance if required to be taken for any other purposes as required by the bidder, will have to be directly taken at the contractor's cost.
- f) Co-insurer shall be the contractor/ Ship Manager.
- g) In case of any accidents, leading to a liability, damage, injury, disability or death, an incident report (IR) must be filed within two days failing which the responsibility on liability shall be on the Contractor. Based on the incident report and enquiry, if the accident is attributed to the negligence of the Contractor and/ or his staff, the entire expenses towards repair and refit compensation shall be initially borne by the Contractor. Any claim approved for ship crew under P&I coverage shall be passed to the contractor to the maximum limit of admissible claim received.

Thereafter, any reimbursement, if and to the extent received from H&M or P&I Insurance shall be adjusted in favour of Contractor and any shortfall/ deductions in reimbursement received from the insurers/ P&I Club shall not be reimbursed. If the inquiry established otherwise, Contractor shall carry out the entire repairs, which shall be reimbursed by NCPOR. In such cases the Insurance claims received shall be to NCPOR account. Contractor to liaise with insurer of Hull and machinery, P&I to file claims and conduct surveys at no extra cost to NCPOR. Contractor shall promptly settle any insurance claims payable under this contract to any employee or workmen employed under this contract pending settlement by insurance company directly to contractor where the insurable interest is that of contractor.

22. SUPPORT TO SCIENTIST:

The multipurpose Helmsman/ Seaman should assist the Scientist in carrying out scientific deck activities, including operation of winches, trawling workboats, collection of samples, operation of inflatable craft, Data buoy deployment and retrieval operation and operations of all other deck machineries and to assist in the operation/installations of scientific equipment as and when required.

23. CONTRACTOR'S DUTIES/OBLIGATIONS:

The Contractor's duties and obligations are detailed in the work scope and shall include, inter-alia, manning, operation, victualling, repair and maintenance and provisioning of the vessel, with a view to provide round the clock logistics support services to NCPOR Research operations. The Contractor shall keep the vessel in good running order and condition and in substantially the same condition in which it was received from NCPOR. The Complete inventory of the vessel entire equipment, outfit, fixture appliances and of all stores and spares, are to be maintained at all time during the Agreement and any extension thereof.

23.1. WORKING HOURS AND UNIFORMS:

1. Running, Manning and Maintenance:

- a. The Contractors shall be responsible for the operation as mentioned in this agreement round-the-clock including Sundays/Holidays and other closed/public holidays throughout the currency of this agreement.
- b. The Crew should be provided with working uniform and ceremonial uniform of the following nature at the Contractor's cost.
- c. Overalls with safety helmet, ear muffs, gloves and safety shoes as working uniform for all ship staff.
- d. Black long pants and white full arm shirt with appropriate head gear and shoes as ceremonial uniform for Crew.
- e. All Officers to have white/black long pants and white full arm shirt and shoes with appropriate head gear and insignia as ceremonial uniform.
- f. Rain coats during the rainy season.
- g. Safety gears.
- h. Winter clothing for Southern Ocean cruise and other cold region sailings reflectors during night time.

2. Catering and Housekeeping:

- i. The Contractor shall be responsible for Catering and Housekeeping as mentioned in this agreement round-the-clock including Sundays/ Holidays and other closed/ public holidays throughout the currency of this agreement.
- j. The cook and the Assistant should be provided with a working uniform and a ceremonial uniform of the following nature at the quoted cost.

- k. Overall with a white Apron, shoes and appropriate head gear as working uniform.
- l. Black long pants and white full arm shirt, shoes with appropriate head gear as ceremonial uniform.
- m. Winter clothing for Southern Ocean / Cold region cruises-Appropriate clothing while handling freezer compartments.

23.2. OPERATIONS:

1. Running, Manning and Maintenance:

- i. The Contractor shall be required to confirm the availability of Master, Officers and Crew on-board the vessel as required by Merchant Shipping Act.1958 as amended subsequently and or relevant National, International Maritime Acts as applicable to provide uninterrupted operation of the vessel round the clock throughout the period of this Agreement or any extension thereof.
- ii. The Master and Crew shall be experienced, trained, and competent man to operate and maintain supervise repair and survey of Research Vessels to the satisfaction of NCPOR, and also must invariably be in possession of requisite valid certificate of competency in accordance with the applicable law enforced by the Govt. of India or equivalent certificates from any other country recognized and approved by Govt. of India. The Crew should also have STCW training and to meet any eventuality that may arise onboard the Vessel or otherwise.
- iii. The Contractor shall be responsible for all operations, including, but not limited to, full maintenance and upkeep of the vessel and its equipment (including on-board spares and stores) and for carrying out repairs to hull, machinery, electrical/ electronic equipment and facilities on the vessel, regular cleaning of furnishings as required by NCPOR , classification surveyors and to maintain the vessel in good shape, cleaned and painted and in efficient running condition during the currency of this Agreement.
- iv. The Contractor shall be responsible for periodical surveys and obtaining the renewal/ endorsements of various certificates from competent authorities required for the operation of the vessel under existing laws, rules and regulations of Govt. of India and classification societies as applicable and any other organization required by law/ under writers including any amendment thereof.
- v. The Contractor shall exclusively own all liabilities for and in respect of the Master and Crew deployed by the Contractor pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to the Master and Crew, including but not limited to their transport on shore/ offshore, laundry, welfare expenses, laundry of linen and furnishings etc. Any claim approved for ship crew under P&I coverage shall be passed to the contractor to the maximum limit of admissible claim received.
- vi. In the performance of its obligations under this Agreement the Contractor shall be deemed to be an independent Contractor and neither of their employees nor the Master nor Crew of the vessel shall be deemed to be servants, agents or employees of NCPOR, under any circumstances. Accordingly, it will be the sole responsibility of the contractor with regard to the safety, security, conditions of employment including payment of minimum wages, insurance etc for such employees, master and crew as per all applicable laws and statutes.
- vii. The Contractor shall carry out all related jobs required to operate the vessel which shall include inter-alia navigation, maintenance, handling of cargo on deck, receiving water, fuel into the tanks, be the case including handling lifting gears, slinging, protection of cargo on deck, provision in cold room/cool room, external and onboard or any other job warranted by

the circumstances.

- viii. The Contractor shall attend to all port and customs formalities obtain port clearance and other services, if and as required. The Contractor shall pay port and light dues at all port(s). Such payments shall be reimbursed to the Contractor as per clause for reimbursements.
- ix. The Contractor shall be responsible for maintenance of daily Deck and Engine logbooks and submit the same to NCPOR every month by the 7th of the following month. In addition, monthly consumption of supplied fuel oil indicating receipts, consumption and balance on-board to be submitted along with the log-books duly signed by the Master and Chief Engineer of the vessel and Scientists/NCPOR who were on-board during that period and any additional details as and when required by NCPOR.

2. Catering and Housekeeping:

- i. The Contractor shall be required to confirm the availability of cook and Assistant.
- ii. The cooks shall be experienced, trained, and competent to perform to the satisfaction of the NCPOR, and also must invariably be in possession of requisite valid certificate of competency in accordance with the applicable law enforced by the Govt. of India or equivalent certificates from any other country recognized and approved by Govt. of India.
- iii. **The Contractor shall be responsible for all the cleaning work, including, but not limited to, full maintenance and upkeep of the vessel and facilities on the vessel**, regular cleaning of ship's linen and furnishings as required by NCPOR and to maintain the vessel in good shape, during the currency of this Agreement.
- iv. In the performance of its obligations under this Agreement the Contractor shall be deemed to be an independent Contractor and neither of their employees nor the Master nor Crew of the vessel shall be deemed to be servants, agents or employees of NCPOR, under any circumstances.

23.3. REPLACEMENT OF THE VESSEL'S PERSONNEL:

NCPOR may at any time request the Contractor to replace any member of the Crew (including its Master) as indicated in this Agreement, if NCPOR has reasonable ground to come to the conclusion that any Crew member (inclusive of the Master) is professionally incompetent and might jeopardize safety of the vessel and personnel on-board or is otherwise undesirable due to such behaviour towards the representative of NCPOR in Offshore or in base port which may cause acute embarrassment to NCPOR .

Such request by NCPOR shall be made in writing to the Contractor who shall be obliged to accept such request and shall forthwith take necessary steps to replace the said person and provide suitable substitute within seven (7) days from the date of such request made in writing. It is hereby agreed that the person replaced as provided above shall not be reemployed by the Contractor without prior written consent of NCPOR.

23.4. WATCH & WARD:

The Contractor should ensure adequate safety to the vessel and its contents. Ship crew may take care of security aspects. Contractor shall be responsible for security to the vessel and equipment onboard. Any loss of material should be reported immediately to NCPOR and should be replaced by the Contractor at his cost. Any claim money through insurance received shall be to the benefit of the Contractor.

23.5. MAINTENANCE OF THE VESSEL:

The upkeep of the vessel shall be the prime and exclusive responsibility of the Contractor. The Contractor shall ensure that the vessel is always safe, seaworthy and in ship shape condition to the entire satisfaction of NCPOR, the classification society and the statutory surveyors.

- a. **Maintenance:** The Contractor is to go through the list of equipment minutely to place a maintenance strategy with OEM or NON-OEM schedule. AMC with OEMs for EVAC, Navigation, communication & GMDSS equipment shall be established, and respective charges will be paid as per the contract price based on the work submission report and payment proof with OEMs.
- b. As it is practically not possible to have OEM service coming from abroad to be available for emergency breakdown jobs, the Contractor shall make the best efforts to get the Service Engineers from abroad for timely attendance of repair. It is however allowed to use NON-OEM specialists to attend to OEM equipment where OEM services are not readily available for emergencies with approval from NCPOR.
- c. **Maintenance contract on shipboard system with OEMs:** It is also the responsibility of the Contractor to foresee the spares requirement and liaise with OEM for obtaining quotations and other procurement procedures with NCPOR. In case of any break-down of any OEM equipment (covered under ROMM management scope), the Contractor shall make efforts to send the defective component to OEM for repair/replacement. The expenditure towards packing/ airfreight/ Customs duty/ transportation /insurance, etc., shall be reimbursed by NCPOR at actuals in case of repairs at foreign OEM facilities. Repairs cost not reimbursable.

23.6. SCHEDULING:-

Without affecting the general obligation provided in the foregoing clause, the Contractor shall be responsible for the following in particular:

- a. To plan and implement a suitable preventive maintenance schedule as per OEM/ NCPOR requirement for minimizing breakdown of machinery in order to ensure the operational availability of all equipment for a maximum period
- b. Plan, report and requirement of spare should be submitted to NCPOR for approval within 60 days from the date vessel is handed over to the Contractor and every month thereafter.
- c. To plan and keep stand by various requirement so all types of spares, stores, specialized equipment tools and services required for specific job, and various types of consumable items required for operations.

23.7. REVALIDATION OF STATUTORY CERTIFICATES:

The Contractor shall arrange for revalidation of different class and statutory certificates of the vessel, as and when required and NCPOR shall reimburse the cost of surveyor's fees and classification society charges excluding charges as specified under Contractor's obligation.

23.8. ACCIDENT:

All expenses incurred including but not limited to inspection survey, dry-docking, pilotage, wharfage, port and light charges etc. in respect of repairs arising out of damages caused by an accident due to the negligence of Contractor and his Crew, other than total loss, shall be borne exclusively by the Contractor. No liability on this account shall occur to NCPOR under any circumstances. However, any reimbursement as received by NCPOR from the underwriters on above account shall be for the benefit of the Contractor, except in the case of total loss.

23.9. SUPPLY OBLIGATION:

The Contractor shall at his own cost fully store and provision the vessel without any additional cost to NCPOR for Transportation, customs clearance, loading and unloading. His liability shall extend to all stores including but not limited to fully store the saloon stores, galley stores, bosun stores, stationery, freon gas, engine room stores, all equipment and machinery fitted in vessel, tools, supplies including lubricants, greases and all other stores required to run the machinery, mooring lines, shackles and any other items required for vessel operation reimbursement if any shall be governed by items indicated in the chapter 'Reimbursements'.

- 23.10.** The Contractor shall supply all log-books and other stationeries to the vessel after getting the approval of NCPOR to the format. Stationery includes computer, printer, stationeries and photocopier cartridges also.

24. LIABILITY OF NCPOR:

The NCPOR shall:

- a. Make available drawings, manuals and literature of the vessel, if available, to the Contractor as and when required for carrying out his obligations hereinafter.
- b. Assist the Contractor at his cost without any commitment, in obtaining clearances from Govt. agencies to import spares and such other assistance permissible under law of the land.
- c. To reimburse all charges connected with pilotage, berth hire charges, Customs duties, Port and light dues at all ports of India/ abroad reimburse to the Contractors at actual and any other reimbursements as per the agreement.
- d. Cost of supply of fuel oils on-board shall be borne by NCPOR.
- e. Boarding and lodging on-board (Catering, salaries, etc.) for Contractor Crew during non-compensable down-time shall be to the Contractor's account.

25. TAXES:

GST as applicable shall be paid at actuals. The Contractor has to submit the proof of payment made to the tax regulatory authority on regular basis for claiming reimbursement.

a. PERSONNEL:

Any taxes assessed on employees of the Contractor and / or his sub-contractor based on income earned in the performance of work under this Agreement shall be the responsibility of the Contractor and / or employees, and not of NCPOR.

b. CORPORATE:

Any taxes assessed on the income of the Contractor shall be the responsibility of the Contractor and paid by the Contractor. NCPOR may, however, deduct income tax at source in accordance with Indian Income-tax Act and rules.

- c. Any other duties, levies (except GST) that are payable or that may be levied during the currency of this agreement, as per the Central/State Government/ local authorities' laws/regulations/rules shall be paid by the Contractor and no reimbursement of such payments shall be made by NCPOR.
- d. The reimbursements will not attract GST; however, GST shall be applicable for cost of services rendered like overheads etc.

26. LAY-OFF / DOWNTIME:

- a. The Contractor shall be allowed Lay-off of 15days per vessel per operating year for maintenance/ repair of the vessel. For these allowable/permissible down-time, the Contractor shall be paid normal day rate. This lay-off is provided if no drydocking is taken up in that year.
- b. For any down-time due to major break-down of machinery just before sailing (12 hours), an allowable of down-time of 12 hours is provided from the scheduled sailing time beyond which the appropriate penalty/LD clause shall apply.

27. CHANGE IN LAW:

If there is a change in or enactment of any law in India after the date of placement of LOI which results in subsequently additional cost/ savings to NCPOR on account of such enactment having effect on this Agreement, the Contractor shall reimburse NCPOR or NCPOR shall pay to the Contractor as the case may be for such cost/ savings and the two parties shall discuss and mutually agree on the method and extent to which NCPOR /Contractor should be compensated/paid for provided. However, that provision of this Article shall not apply to any other levies except GST.

28. CONSEQUENTIAL DAMAGES:

Neither NCPOR nor Contractor shall have any claim against each other for any consequential damages.

29. SAFETY DRILLS:

The Contractor should carry out the following safety drills as per schedules mentioned below:

- a. Boat drill and fire drill—as per regulations or once in a week and within 24 hours of starting of every voyage.
- b. Trial of rescue boats in water should be done every 15 days.
- c. Compliance of above must be recorded in Log-book and authenticated by NCPOR representative.

30. INDEMNITY:

- a. NCPOR agrees to protect and hold the Contractor and the employees of the Contractor, harmless from against all claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation there to, demands cost and expenses for personal injuries illness of death of any other NCPOR employees, arising out of work performance here under.
- b. The Contractor agrees to protect and hold NCPOR and all its employees harmless from and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation there to demands, costs and expenses for personal injuries, illness or death of any of Contractor's employees, its agents, contractors or sub-contractors, arising from any case whatsoever, throughout the period of this Agreement, except to the extent that can be claimed and is paid by the H&M or P&I insurers.

31. TERMINATION:

- i. In the event of the Contractor going into liquidation or winding up of business or making arrangement with his creditors, this agreement shall stands terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to NCPOR under this Agreement. In such a case the performance bank guarantee shall be encashed by NCPOR.
- ii. In the event of NCPOR deciding to wind up the operations of the vessel due to technical or other reasons, the contract stands terminated after two months notice. Under such circumstances

NCPOR shall compensate the Contractor for losses incurred on account of bank guarantee charges and other certified claims.

- iii. In the event of any breach of terms and conditions of this Agreement or unsatisfactory performance of the Contractor, NCPOR shall have the right to terminate the Agreement forth with. The decision of NCPOR under this clause shall be final.
- iv. In the event of any breach of terms and conditions of this Agreement due to the part of, NCPOR the Contractor shall have the right to request for termination of this agreement by giving a notice of **90** days.
- v. NCPOR reserves the right to terminate the Agreement at any time after expiry of six months of contract by giving **90** days notice in writing to the other party without assigning any reason whatsoever.
- vi. In the event the Contractor becomes insolvent and assigns its interest under this Contract agreement for the benefit of creditors or is adjudged bankrupt, the Contract shall stand terminated from the date and the performance bank guarantee shall be encashed by NCPOR.
- vii. If the vessel is inoperative and is not made available to NCPOR for its use for **30** continuous days, NCPOR at their option can terminate this Agreement without giving any further notice.
- viii. If terminated on non-performance of contractual obligation such Contractor shall be banned from participation in all future tenders of NCPOR.
- ix. Termination of contract for not providing satisfactory services
- x. If the termination of the contract happens due to the above factors, initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent. If the settlement is not fruitful, the parties can proceed for Mediation/arbitration. During this process the contract will be in live and continue to be live till the termination notice is issued. If the contract is terminated due to the any factors above, except for insolvency, depending on the merit of the case, the contractor shall be suitably compensated and mutual agreed terms for terminating the contract shall be arrived with the consent of IEMs.

32. POLLUTION AND CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and NCPOR that the responsibility for pollution or contamination seashore and environment caused by the vessel and/ or the equipment of the vessel shall be as follows:

- a. The Contractor shall assume all responsibility for clearing up and containing pollution or contamination caused as a result of the negligence of the Contractor's Crew which originates from the vessel or its equipment on the surface of the water from spills of fuels, lubricants, motor oils, ballast, bilge and garbage, engine exhaust and effluents. All costs incurred thereto may be claimed from the H&M and/or P&I insurers or third parties and reimbursements received would be adjusted in favour of the Contractor.
- b. NCPOR shall assume all responsibility for (including control and removal of pollution involved) and shall protect, defend and save the Contractor harmless from against all claims, demands and causes of action of every kind and nature arising from all pollution or contamination of sea shore and environment other than that described above which may occur during the term of this Agreement, or as a result of NCPOR operation hereafter, including but not limited to that which may result from fire or damage to the vessel. In such cases, any reimbursements received from the H&M and/or P&I insurers or third parties shall be to the account of NCPOR.

33. ASSIGNMENT:

The Contractor shall not except without the express prior approval in writing of the assigning of specific responsibilities to such approved sub-contractor or assign his obligations or any benefit or interests in the contracts or any part thereof in any manner whatsoever. Any such assignment shall not absolve the Contractor from their primary responsibilities and specific performance under this contract.

34. INTERPRETATION:

The titles and readings of the sections in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provision of this agreement.

35. LABOUR LAWS:

The Contractor shall comply with all labour laws of the country as applicable for shipping management and operations including but not limited to the Contract labour (Regulation and Abolition) Act 1971, Minimum wages Act, INSA-MUI agreement and MLC. Violation of any of the labour laws by the Contractor shall be entirely at his risk and cost. Should NCPOR is required to pay deposit any amount to any employee of the Contractor under the orders of any authority for enforcement of labour laws, the same shall be deducted from Contractor's bills and for by enforcing the Bank Guarantee furnished by the Contractor.

36. COMPLIANCE OF LAWS:

Compliance of all laws such as labour income tax, corporate tax, etc., shall be to Contractor's account.

37. PAYMENT OF WAGES:

The Contractor shall pay the wages directly to the workmen as per governing laws of such employment for shipping operations. The Contractor shall also ensure that no amount by way of NCPOR or otherwise is deducted or recovered by them or their sub-contractors or from the wages of any employee under this contract. All Manpower and its emoluments details are required to be submitted by the contractor as and when required by the NCPOR.

38. NOTICE:

All notice required herein to be given shall be deemed to have properly made when delivered or when sent in writing like Letter addressed to the applicable party as follows: All notices on behalf of NCPOR shall be sent by signatory of this contract who shall be the overall coordinator of this contract from NCPOR.

39. INTEGRITY PACT (IP):

The Integrity Pact would be implemented through a panel of two Independent External Monitors (IEMs) appointed by the Ministry of Earth Sciences. The names and contact details of the IEMs are mentioned in the Integrity Pact as enclosed as Annexure-C. Signed by both Contractor and Owner. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. Also, IEM would have access to all documents, whenever required. The Contractor may raise disputes / complaints if any, with the IEMs (Shri. Ajay Kumar Lal, IRAS (Retd.): ajay_k_lal@yahoo.com, Shri. Pavan Kumar Jain, IDSE (Retd.): mespkj@gmail.com). The sanctions stated in Integrity Pact as at Annexure- C for violation of any clause of the Integrity Pact are applicable.

40. SEVERABILITY:

If for any reason whatever, any provision of this contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be valid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this contract or otherwise.

41. NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP:

This contract shall not be interpreted or constructed to create an association, joint venture, partnership and principal-agent or employer-employee relationship between the parties. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, on act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party, other than as expressly provided in this contract.

42. SUCCESSOR AND ASSIGNS:

This contract shall be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns.

43. STAMP DUTY:

The Contractor will purchase of two numbers Non-Judicial Stamp Paper of Rs. One Thousand (Rs.1000/- each) (to be borne by the Contractor) for the purpose of executing the contract between NCPOR and Successful bidder.

In case NCPOR wishes to register the agreement for whatever reasons, all costs towards this shall be on account of NCPOR.

44. Confidentiality: -

- i. The contractor shall maintain confidentiality during the contract period as well as after the completion/termination/cancellation of the contract.

IN WITNESS WHERE the parties here to sign the Agreements as of the date herein above written.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF NCPOR

CONTRACTOR

NCPOR

1 WITNESS

1. WITNESS

2 WITNESS

2. WITNESS

Annexure – IV (Catering Menu)

Housekeeping & Catering menu

Housekeeping works include

- Change of linens, stating of new cruise & after towels weekly
- Regular replenishment of paper tissues/room fresheners in all accommodation areas/ rest rooms
- Cleaning of Toilets twice a day i.e. morning and night
- Vacuum cleaning of carpets, cabins, labs and alleyways daily
- Mopping and cleaning of Cabins, Labs and alleyways daily
- Soaps and washing power 500grms should be provided once every fifteen days for all scientists

Every fortnight

- Soap: Mysore sandal/Chandrika/Cinthol/Lux
- Washing power: Ariel/Surf XL (500 grs)

Breakfast 08:00 to 09:00 Hrs	Juice – 200 ml Bread toast, butter, jam, Cereal, Egg to order Dosai / Idly / Pongal / Vada / Chapathi / Puri / Paratha Chutney Sambar / Kurma Tea / Coffee / Milk
Snacks 10:30 Hrs	Lime Juice / Tea / Coffee / Fruit Juice (reputed brands) Biscuits / snack
Lunch 13:00 to 14:00 Hrs	Vegetable salad One soup One non-veg item – (Dry or Gravy) One vegetable item (Gravy) with Paneer or mushroom One vegetable item (dry) Dhal / Sambar / other type of veg kozhumbu / Rasam Pappad, pickles Rice/ Noodles / Pulav / Biryani / Veg. fried rice / Burger / Pizza or equivalent, Biryani weekly twice. Chapathi / Roti Fresh curd / Cheese Dessert
Snacks 15:30 Hrs	Tea / Coffee Biscuits / snack / Samosa / Chaat
Dinner 19:00 Hrs to 20:00 Hrs	Vegetable salad One soup One non-veg item – (Dry or Gravy) One vegetable item (Gravy) with special items like kofta /Stuffed/Chinese type One vegetable item (dry) Chapathi / Roti Dhal / Sambar / other type of veg kozhumbu / Rasam Rice (Vegetable fried rice or Biryano weekly twice) / Noodles / Pasta

- Packaged drinking water [20 L water may be acceptable] to be supplied along with food for all scientists
- Night tray with bread butter, ready-to-cook-noodles, tea/coffee, snacks. Eggs to be provided on all days. Drinks (like soft drinks, Amul cool, Butter Milk, Lassi etc) to be provided once a day for all scientists.
- Tea/Coffee round the clock

Menu for VIP meal;

- i. Vegetable salad
- ii. One soup [veg/non-veg]
- iii. One non-veg item – (Dry-starter)
- iv. One veg item – (Dry-starter)
- v. One vegetable item (Gravy) with Paneer or mushroom
- vi. One non-veg gravy
- vii. Boiled egg
- viii. Dhal / Sambar / Rasam
- ix. Pappad, pickles
- x. Pulav / Biryani / Veg. fried rice or equivalent
- xi. Rice
- xii. Chapathi / Roti
- xiii. Fresh curd
- xiv. Dessert [Ice cream, sweet and fruits]

Annexure- V (Report format)

Monthly reports (to be submitted with monthly bill)

Sl.No	Service	Report
1	Performance of Master	(by chief scientists & owner representative)
2	Performance of Chief Officer	
3	Performance of Chief Engineer	
4	Performance of ETO	
5	Performance of Deck Crew	
6	Performance of Housekeeping	
7	Performance of Catering services	
8	Overall upkeep of the vessel and availability of the vessel machinery for scientific cruise support	
9	Service rendered for clearance at Ports, Pilotage etc by Agent	
10	Maintenance in Engine side	Enclose maintenance record and condition of machinery for the month. Log for corresponding month to be submitted along with Fuel & lube oil consumption and availability
11	Maintenance in Deck side	Enclose maintenance record and condition for the month Log for corresponding month to be submitted along with freshwater generation, purchase and availability
12	Work done details/report	a. As per contract clause 2, 3 & 13 b. Spares/consumables supplied as per contract clause 13
13	Crew List	Crew list including crew change if any, shall be submitted

Comments of :

Master

Operator Representative

Owner Representative

Annexure – VI - Ship Crew/ Officer experience

Sl.No.	Particulars	ORV Sagar Kanya
1.	Master FG	Qualified FG Master certificate, valid COC and CDC along with minimum of one year experience as a Master, DP certified and with the experience of handling DP vessels.
2.	Chief Officer FG	Qualified FG Chief Mate certificate, valid COC and CDC along with minimum of one year experience as a Chief Officer, experience of handling DP vessels.
3.	2 nd Officer FG	OICNW, Qualified FG Second Mate certificate, valid COC and CDC along with minimum of one year experience as a Second Officer
4.	3 rd Officer FG	NW rating, Qualified FG Third Mate certificate, valid COC and CDC along with minimum of one year experience as a Third Officer
5.	Chief Engineer FG	Qualified FG Chief Engineer certificate [MEO Class I], valid COC and CDC along with minimum of one year experience as a Chief Engineer, with the experience of handling DP vessels.
6.	2 nd Engineer FG	Qualified FG Second Engineer certificate [MEO Class II], valid COC and CDC along with minimum of one year experience as a Second Engineer
7.	3 rd Engineer FG	OICEW, Qualified MEO Class IV certificate, valid COC and CDC along with minimum of one year experience as a Fourth Engineer
8.	4 th Engineer FG	EW rating, Qualified MEO Class IV certificate, valid COC and CDC along with minimum of 6months experience as a Fourth Engineer
9.	Electro-Technical Officer (ETO)	Certified ETO with minimum of two years experience
10.	Medic / Nurse	As per DG guidelines
11.	Deck crew / ratings	Minimum of two years experience in FG vessel as a deck crew/engine rating
12.	Engine crew / ratings	
13.	Fitter / Oiler	Minimum of two years experience in FG vessel as a fitter/oiler
14.	Chief cook	COC as a cook with minimum of three years experience in FG vessel
15.	2 nd cook	Minimum of three years experience as a second cook in FG vessel
16.	Saloon rating	Minimum of two years experience as a saloon rating in above 200GT vessel
17.	UH	Minimum of two years experience as a UH in above 200GT vessel
Note: At least two officers should possess COC as GMDSS Operator		

Annexure -E

Bid Securing Declaration Form

Date: _____

Tender No: xxxxxxxxxx

Tender Title: Running, Operation, Maintenance and Management of NCPOR Research Vessel

To,

National Centre for Polar & Ocean Research
(Ministry of Earth Sciences)
Headland Sada, Goa,
India - 403 804

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder:

Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Sole bidder/ Joint Venture /Leader of Consortium)

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(Note: In case of a Consortium, the Bid Security Declaration to be signed by consortium lead partners that submits the bid)

NON-DISCLOSURE AGREEMENT**Title of the Contract :** _____**Owner :** National Centre for Polar & Ocean Research, Headland Sada, Vasco-da-Gama, Goa – 403804, hereafter NCPOR**Contractor :** _____

THIS AGREEMENT is executed at _____ on this the _____ day of _____ 20 _____,

BY AND BETWEEN

 _____ (herein after referred to as the “Owner”) which expression shall, unless repugnant to the context or meaning thereof, include their successors, authorised representatives as detailed in the agreement.

AND

 _____ (herein after referred to as the “Contractor”) which expression shall, unless repugnant to the context or meaning thereof, include their successors, authorised representatives and employees as detailed in their agreement with the NCPOR.

As operator of NCPOR research vessel for subject contract * _____ *, the Contractor understands that he may have access to confidential information including but not restricted to such information about content, material used, options engaged or employed, parameters of testing, study material, test results, options available and used or rejected, etc., and participants, consultants, oceanographic research plans & materials, processes involved, in or for the project etc. By signing this statement, Contractor is indicating his understanding of his responsibilities to maintain confidentiality and agrees to the following:

Contractor understands that names and any other identifying information, and any and all information including but not restricted to information about content, material used, options engaged or employed, parameters of testing, study material, test results, options available and used or rejected, which includes: technical information, know-how, show-how, copyrights, models, patterns, drawings, specification, prototypes, inventions, etc., that may be used in association with or in any way directly related to the contract, and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by the project members and participants, consultants, products and processes involved, etc. in or for the contract are completely confidential; the Contractor shall regard information pertaining to the research projects of NCPOR and materials and information used onboard vessels as confidential even if there is no explicit indication of such. The same without restriction is as a generic term hereafter identified by the expression “such information”.

Contractor agrees not to copy, retain, acquire, divulge, publish, disseminate, store, or otherwise deal with, and/or make known to unauthorized persons or to the public any such information obtained or becoming known to Contractor and his employees in the course of this project.

Contractor is aware all such information obtained or accessed by or becoming known to him and his employees in the course of his work is and shall remain confidential. He agrees not to copy, retain, acquire, divulge, publish, disseminate, store, or otherwise deal with, and/or make known to unauthorized persons or to the public any such information, unless specifically authorized to do so by approved protocol signed by the Owner or acting in response to applicable law or final court order of a court beyond which in India there is no further right of appeal, revision or review, by whatever name called.

Contractor understands that Contract is not to read such information, or any other confidential documents, nor ask questions from any other participants for his own personal information but only to the extent and for the purpose of performing his assigned jobs on this contract.

Contractor agrees to notify the Owner as well as his immediate superiors immediately should he become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on his part or on the part of another person.

Title to all inventions, discoveries and/or developments made during and/or resulting from the Contract shall reside in NCPOR including but not limited to copyrights, patents and designs.

It may be necessary for employees of Contractor to disclose to or exchange with each other such information in which case the disclosing party shall advise the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall be bound by this same agreement and shall not, unless specifically permitted in writing by the Owner, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than authorized Personnel for fulfilling the purpose of the project. The disclosure to any authorized Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations of the project.

Contractor will maintain the privacy and confidentiality of all such information and understands that unauthorised disclosure of such information is an invasion of privacy, breach of contract, and offence, and shall result in disciplinary, civil, and/or criminal actions against him.

Contractor will not disclose information or information to anyone other than those to whom he is authorised in the course of his duties only, to do so.

Contractor will access information only for the purposes for which he is authorised explicitly. On no occasion will he use such information or any data, including personal or confidential information, for his personal interest or advantage, or for any other business purposes including of any commercial or research enterprise.

Contractor will comply at all times with the contractor's information security policies and confidentiality code of conduct of government agencies handling confidential information and data.

Contractor is specifically informed that the references to personal, confidential and sensitive information in these documents are for his information, and the expressions are not intended to replace his obligations under the statutory law including but not restricted to the Official Secrets Act.

Contractor understands that where he has or may be been given access to confidential information he is and shall remain under a duty of confidence and would be liable under common law for any inappropriate breach of confidence in terms of copying, retaining, acquiring, divulging, publishing, disseminating, storage, or otherwise dealing with, and/or making known to unauthorized persons or to the public or any third parties if he were to access more information than that for which he has been given approval or for which duly obtained consent is in place.

Should the Contract be terminated for any reason, Contractor understands that he will continue to be bound by this signed Confidentiality Agreement.

This agreement shall be enforceable by the Owner directly against the Contractor if in the opinion of the Owner the situation so warrants. The Owner shall stand entitled to restrict the Contractor from engaging in any acts that may be prejudicial to the maintenance of such confidentiality, and may potentially cause a leaking of such information, regardless of whether there be any other relief possible or sought or otherwise, and any and all steps taken by the Owner against the Contractor shall be at the sole risk, of the Contractor found to have attempted to breach this agreement or to have attempted to do so, as to all costs and consequences of enforcement hereof and effects of such enforcement.

In the event of any dispute as regards the agreement, its effect, operation, interpretation of any clauses thereof, its alleged breach, consequences, etc., whether during the project period or thereafter, the same shall be referred to arbitration at the hands of an arbitrator selected in accordance with the arbitration selection procedure detailed in the agreement between the Owner and the Contractor, with proceedings being held at such place as such arbitrator shall decide. Applicable Law shall be Indian Law.

Contractor Signature Date Printed name

Owner's authorized Signature Date Printed name

PERFORMANCE SECURITY BOND FORMAT

(to be stamped in accordance with Indian Stamp Act)

To
National Centre for Polar & Ocean Research
(Ministry of Earth Sciences, Govt. of India)
Headland Sada, Vasco-da-Gama
Goa – 403 804. (INDIA)

Guarantee no :
 Type of L/G : Performance Bond
 L/G amount :
 Date of Issue :
 Expiry Date :

Dear Sir,

1. In consideration of **National Centre for Polar & Ocean Research** having its registered office at **Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “NCPOR”** which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having issued Notification of Award of Contract / Letter of Intent dated ***** for entering into contract hereinafter called “CONTRACT” which expression shall include all the amendments thereto with **M/s. -----** having its Head/Registered Office at ----- (hereinafter referred to as “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assign and the Notification of Award of Contract / Letter of Intent having been unequivocally accepted by the CONTRACTOR resulting in a contract for a value at ***** for “Running, Operation, Maintenance and Management for ORV Sagar Kanya” and the NCPOR having agreed that the CONTRACTOR shall furnish faithful performance of the entire contract for 10% of the value of the contract i.e. *****. We ----- having its registered office at ----- (hereinafter referred to as ‘THE BANK” which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the NCPOR any money or all monies to the extent of ***** (10% of the annual contract value) in aggregate on breach of contract by the CONTRACTOR at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCPOR and the CONTRACTOR or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the NCPOR in writing.

2. The The NCPOR 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 for performance of the Contract by the Contractor or NCPOR & Contractor may mutually vary the terms of the Contract. The NCPOR shall have the fullest liberty, without affecting this Guarantee to postpone, from time to time exercise power vested in them or of any manner and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between

the NCPOR and the Contractor or any other course of remedy or security available to NCPOR. The Bank shall not be released of its obligations under these presents by any exercise by the NCPOR of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of NCPOR or omission on the part of the NCPOR or other matter of thing whatsoever which under law would, but for these provisions have the effect of relieving the BANK.

3. The BANK also agrees that the NCPOR to its option shall be entitled to enforce this Guarantee against the BANK as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NCPOR may have in relation to the CONTRACTOR's liabilities.

4. NCPOR shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as liable under the contract. In that case the Bank Guarantee amount shall thereupon be increased to the original amount by the CONTRACTOR or CONTRACTOR may alternatively submit Liquidated Damages recovered by NCPOR.

5. The BANK further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and it shall continue to be enforceable till all the dues of the NCPOR under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NCPOR discharged the guarantee in writing.

6. The conditions of the obligations are: -

(a) If the CONTRACTOR does not fulfil any of the of the contract.

(b) If performance of the CONTRACT or services is not found satisfactory and hampers any function in any manner.

(c) And we (Name of the bank) hereby undertake to pay any claim under the Bank Guarantee on demand of the Director, NCPOR, Goa, without any reference to the CONTRACTOR a sum not exceeding(.....Only) for non fulfilment of any of the terms and conditions of the Contract as mentioned above.

7. We further agree that as between us and NCPOR for the purpose of this Guarantee any notice given to us by the NCPOR that the money is payable by the CONTRACTOR and any amount claimed in such notice by the NCPOR shall be conclusive and binding on us notwithstanding any difference between the NCPOR and the CONTRACTOR or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the CONTRACTOR. We also undertake not to revoke this Guarantee during its currency.

8. We (the bank) further agree that if the demand is made by the Director, NCPOR, Goa for honouring the Bank Guarantee constituted by these presents we..... (the bank) have no right to decline the same for any reason whatsoever and shall pay the amount within a week from the date of such demand.

9. We... (the bank) further agree that a mere demand by the NCPOR is sufficient for us to pay the amount covered by the Bank Guarantee in the manner within the time aforesaid without reference to the CONTRACTOR and no protest by the said CONTRACTOR can be availed on ground for us to decline or fail or neglect to make payment to the NCPOR in the manner within time aforesaid.

10. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to ***** in aggregate and it shall remain in full force upto **** days (** days) from ***** unless extended further from time to time for such period as may be instructed in writing

by **M/s. -----** whose behalf this Guarantee has been given. Any claim under this Guarantee must be received by us before and if no such claim have been received by us on or before....., the NCPOR's right under this Guarantee will cease. However, if such a claim has been received by us on or before....., all the NCPOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim. The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

11. We agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the Exclusive Jurisdiction of Indian Court. The Bank also agrees that courts in New Delhi shall have exclusive jurisdiction.

This guarantee is valid until the _____ day of _____ 20**.

Date this *th ***, 20** at ---

WITNESS :

(SIGNATURE)
NAME

(SIGNATURE)
NAME & DESIGNATION WITH
BANK STAMP

OFFICIAL ADDRESS

(Name of Bank Officer, Designation, Code No., Address & Telephone No.)
