


राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केन्द्र NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH	सविदा आमंत्रण सचूना(नन.आ.स.) NOTICE INVITING TENDER (NIT)	
निविदा सख्या/ Tender No.	NCPOR/VOM-12/1/2026 dtd 17.06.2026	
कोजासी/ Tender Title	“Operation and Maintenance of Scientific Equipment onboard ORV Sagar Kanya”	
निविदा प्रणाली/Tender Mode	Open Tender Two Bid from Indian Bidders	
निविदा जारी होने की तिथि/Tender Issue date	17.06.2026	
Pre-Bid Meeting	30.06.2026 (1100 hrs)	
निविदा बंद होने की तिथि समय/Tender Closing Date and Time	13.07.2026 (1300 hrs)	
निविदा खुलने की तिथि समय/ Tender Opening Date and Time	13.07.2026 (1430 hrs)	
Submission of EMD/ ईएमडी जमाकरना	INR. 16,00,000/- 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
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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 is also carrying out other Oceanographic and Geoscience studies in Indian Ocean region.

Notice Inviting Tender Document

NCPOR invites Bids for the “**Operation and Maintenance of Scientific Equipment onboard NCPOR Research Vessel ORV Sagar Kanya**” as per specifications and other terms and conditions detailed in this tender.

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 with a cover letter 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 in the prescribed format.

The Part-1 (Technical bid) and Part-2 (Price bid) in sealed envelopes together to be submitted in a separate outer cover, with superscription “OPERATION AND MAINTENANCE OF SCIENTIFIC EQUIPMENT ONBOARD ORV SAGAR KANYA”; DUE DATE & TIME: XXXXXXXXXX

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

Complete information along with supporting documents / evidences for the items listed in Annexure A 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

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.

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

INSTRUCTIONS TO THE BIDDER

2. Pre Bid meeting:

Pre bid meeting shall be held on **30.06.2026 at 1100 hrs** to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email on or before **24.06.2026 at 1600 hrs** 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.

3. 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.

4. 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.

5. Tender Opening:

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

6. 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.

7. 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.

8. 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.

9. Signing of Contract:

A contract should be signed on INR 500 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 40 will be invoked.

10. 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.

11. Techno-Commercial Criteria

a) Technical Criteria

1. The bidder should have a registered office in India & the firm must fulfil the following conditions to get technically qualified for the contract towards operation and maintenance of Scientific equipment onboard NCPOR research vessel. Necessary documents in satisfactory proof of each of the criteria stated below are to be submitted as part of the technical bid/offer.
 - a. The bidding firm should be an individual registered firm. No joint venture or consortium is allowed to bid.
 - b. The bidding firm must have at least 2 years prior experience (as on 31.03.2026) in operation and maintenance of Scientific equipment onboard research ships. The experience should demonstrate execution of work involving deep-sea operations (greater than 2000 m), including but not limited to hydrographic surveys, oceanographic observations, geological, biological sampling, etc and other services relevant to the scope of work under this tender. Necessary documentary proof of satisfactory performance from the Owners for each work order/ contract to be submitted for the experience by the bidders. (The bidding firm should provide experience details as per format at Annexure-F)
 - c. The firm should have in their role, an experts team comprising of minimum 5 experienced engineers or technical experts in maintenance and operation onboard research vessels in

multi-disciplinary oceanographic instruments, surveys, samplings, data acquisition etc, supporting documents to be submitted (min 2 years experience for each person). Details of the personnel shall be furnished in the format prescribed at Annexure–G.

2. 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.
3. One soft copy of PART 1 - Technical bid is also to be submitted in flash drive.

b) Financial Criteria

1. The average annual turnover of the bidder during the last three consecutive years, ending on '31st March 2025, should be at least INR 3 crores as per the annual report (a. audited balance sheet and b. profit & loss account report to be provided) of the relevant period (i.e. F.Y. 2022-23, 2023-24 & 2024-25), duly authenticated by a Chartered Accountant/Cost Accountant in India.
 2. The net worth of the Bidder firm should not be negative in the year ending 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, year ending 31.03.2025.
- c) Technical and commercial compliance check list as at Annexure – A, may be filled in and submitted.

BIDDING CONDITIONS

12. 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.

13. 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.

14. Un solicited correspondences:

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

15. 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. All terms & conditions of the Model Contract are also to be referred while bidding.

16. 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.

17. 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, 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 a shorter validity period will be considered as a conditional tender and treated as invalid tender.

18. 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 there 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-E] submitted.

19. Conditional offers

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

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.

20. EMD / Bid Security:

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

The EMD / Bid Security shall be;

- 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 in favour of "THE DIRECTOR, NCPOR" (or)
- d) Fixed Deposit Receipt in the name of "THE DIRECTOR, NCPOR" (or)
- e) Online payment in an acceptable form.

NCPOR bank details:

Name of the Beneficiary	NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH
Name & Address	State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road,

	Vasco-Da-Gama Goa – 403 802, India
Bank Account Number	10153336180
Bank Account Type	Saving Account
Bank Branch Code	04116
IFS Code	SBIN0004116
MICR No	403002047
SWIFT CODE	SBININBB229
PAN No	AACFN4991P
TAN No	BLRN01981A

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

MSME Clause:

“Micro 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:

The MSE’s bidder who claims EMD exemption as per their eligibility are requested to submit the Bid securing Declaration.

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, they shall be required only to submit Bid Security Declaration).

21. 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 replacement 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 14 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.

22. Signing of bids:

Each page of the tender and tender documents shall be signed by the bidder.

23. 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 Annexure – A - check list for technical & commercial bid submission. Tenders without compliance sheets will not be evaluated. The price bid should be unconditional.

24. 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.

25. 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.

26. 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 at 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.

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

TERMS AND CONDITIONS GOVERNING THE CONTRACT

27. Currency of bids:

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

28. Time of Commencement of the Service;

The Operation and Maintenance of Scientific Equipment of NCPOR Research Vessel (ORV Sagar Kanya) as per tender technical specifications / scope of service should be commenced 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 workscope 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 service as per the guidelines of Govt. of India and in public interest to ensure timely progress and completion of the work without cost and time over run. Time is the essence of the contract. The contractor shall ensure that the entire contractual obligations are fulfilled / completed well within the guaranteed completion period for each or all activities.

29. Delay incompletion/Liquidated Damage (LD):

If the successful bidder fails to complete the entire Scope of work or fails to accept the contract and such delay [based on the contract clause 40] is attributable to the successful bidder, NCPOR shall recover from the contractor as penalty a sum of 1% of the contract price of the respective year for calendar each week of delay or thereof for that particular activity of delay. The total penalty shall not exceed 10% (ten percent) of the contract value of the respective year. The LD deduction shall be in addition to the penalty clauses of the tender.

30. Insurance:

The Hull & Machinery (H&M) and Protection & Indemnity (P&I) insurance for ORV Sagar Kanya shall be renewed by the Owners. 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.

31. Service contract Insurance:

The 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.”

32. 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.

33. 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.

34. Performance Security (PS):

- a. The successful bidder (contractor) should deposit 5% 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 @ 5% of the annual contract value. The successful bidder should submit 2nd year PS within 15 days 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 directives in force from time to time in one of the following forms:

- (1) Account Payee Demand Draft (drawn in favour of “THE DIRECTOR, NCPOR”, payable at Vasco-da-Gama in INR),
- (2) Fixed Deposit Receipt from any Commercial Bank in the name of “THE DIRECTOR, NCPOR”.
- (3) Bank Guarantee from any of the Scheduled Commercial Banks.
- (4) 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.

35. Termination of contract by NCPOR:

- i. In the event of the Contractor going into liquidation or winding up of business or making arrangement with his creditors, the agreement shall stand 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 terminated on non-performance of contractual obligation such Contractor shall be banned from participation in all future tenders of NCPOR.
- viii. Termination of contract for not providing satisfactory services.
- ix. 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.

36. 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. In case 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.

37. Indemnities:

- a. The 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
- c. 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 there of
 - viii) Any loss or damage caused by the Contract or 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.

38. Assignment and Subcontracting

The Contractor shall not assign the Contractor any part thereof, or any benefit or interest there in or here under, 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.

39. 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 into such an integrity pact with NCPOR as per integrity pact format attached at Annexure-C.

40. 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. 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 shall be considered as non-compliance of the tender conditions, the clause number 29 & 34 or separately will be invoked/applied suitably.

41. 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).

42. 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 - Check list for Technical & Commercial Compliance

I) Check list - Commercial Terms Compliance (To be filled by bidder)

Sl. No	Particulars	Compliance	Page Ref
1.	Whether every page of the tender document is signed and submitted along with the other documents.		
2.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)		
3.	Whether EMD for Rs.16,00,000/- 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 5% 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 the tender is fully complying with tender specification / Adjustment. If no, list out deviations very clearly along with the Appropriate reason for the deviation?		
9.	Whether item-wise price is quoted as per price bid and quoted price is realistic?		
10	Whether liquidated damage as specified in the NIT accepted Un conditionally?		
11	Whether duly signed un-priced commercial bid (Part-2) is Submitted along with (part-1) Technical Bid?		
12.	Whether the completion period is acceptable as per the tender, and firm availability complied as per clause 28		
13.	Whether a copy of your GST/TIN/ST Registration certificates and PAN details are submitted		
14.	Whether the Integrity Pact is duly filled, signed and submitted.		
15.	Whether clause no.19 (Conditional offers) is acceptable		
16.	Whether clause no.40(Consolidated timeline of the contract) is acceptable		
17.	Whether all relevant document prescribed in the Techno-commercial criteria [as per clause 11] are attached		

II) Check list for technical bid submission (refer techno-commercial criteria at clause 11 of tender) (To be filled by bidder)

Sl.No	Description	Yes/No	Page no in submitted bid document
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1	The bidder should have a registered office in India. Necessary documents (Registration certificate, etc) in satisfactory proof of each of the criteria stated are to be submitted.		
2	The bidding firm should be an individual registered firm. No joint venture or consortium is allowed to bid.		
3	The bidding firm must have at least 2 years prior experience (as on 31.03.2026) in operation and maintenance of Scientific equipment onboard research ships. The experience should demonstrate execution of work involving deep-sea operations (greater than 2000 m), including but not limited to hydrographic surveys, oceanographic observations, geological, biological sampling, etc and other services relevant to the scope of work under this tender. Necessary documentary proof of satisfactory performance from the Owners for each work order/ contract to be submitted for the experience by the bidders (The bidding firm should provide experience details as per format at Annexure-F).		
4	The firm should have in their role, an experts team comprising of minimum 5 experienced engineers or technical experts in maintenance and operation onboard research vessels in multi-disciplinary oceanographic instruments, surveys, samplings, data acquisition etc, supporting documents to be submitted (min 2 years experience for each person). Details of the personnel shall be furnished in the format prescribed at Annexure-G.		
5	One soft copy of PART 1 - Technical bid is also to be submitted in flash drive.		
6	The average annual turnover of the bidder during the last three consecutive years, ending on '31st March 2025, should be at least INR 3 crores as per the annual report (a. audited balance sheet and b. profit & loss account report to be provided) of the relevant period (i.e. F.Y. 2022-23, 2023-24 & 2024-25), duly authenticated by a Chartered Accountant/Cost Accountant in India.		
7	The net worth of the Bidder firm should not be negative in the year ending 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, year ending 31.03.2025.		
8	Bidder should have ongoing maintenance contracts or executed maintenance contracts for scientific equipment or sampling equipment or oceanographic equipment or ship board laboratory /survey equipment – proof should be attached.		
9	Work orders of similar nature along with Performance statement form.		
10	Methodology & Work plan for undertaking O&M of Scientific equipment onboard NCPOR research vessel, Mobilization schedule and emergency response		
11	Name, Address, telephone & Email of the company		

12	GST & PAN Certificates		
13	Copy of payroll/ agreement showing the manpower strength along with their details for last 5 years as on 31.03.2026. Confirmation/ proof of their availability to be enclosed		
14	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 / any Governing loss for Scientific equipment operation of the research vessels for violation of said provisions of the Act		
15	Any other information in-support of the Contractor's capability etc. Particularly with information on accidents, mishaps etc. encountered during the deployment and retrieval of scientific equipment.		
16	Document shows ongoing litigation/arbitration/ dispute/ blacklisting with any organization if any. If yes, please attached relevant documents or say "NO"		
17	Copy of duly signed blank price bid confirming no deviation to the price bid schedule or format		
18	Undertaking that the bidder has not been banned/barred/ blacklisted by any Government agency for participating in any of the tender processes.		
19	Duly signed Pre-Integrity Pact as per Annexure-C		
20	Bid validity of 90 days from the date of opening of technical bid		
21	Duly signed model contract		
22	Bid securing declaration as per format		
23	Unconditional acceptance letter as per NIT clause no. 19		
24	Unconditional acceptance letter of all pre-bid clarifications/amendments, if any		
25	Proof of authorized signatory		
26	Any other documents as per NIT (please specify)		

Authorized Signatory

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 **“Operation and Maintenance of Scientific Equipment onboard ORV Sagar Kanya”** (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 _____ (60 days beyond the validity of the bid).
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 (format)

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 **“Operation and Maintenance of Scientific Equipment onboard 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. 16,00,000/- 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 two Independent Monitors (hereinafter referred to as Monitors, as appointed by MoES from time to time) for this Pact in consultation with the Central Vigilance Commission

1. -----

2. -----

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

Witness

1. _____

1. _____

2. _____

2. _____

SCC (Special Conditions of Contract)

TENDER SPECIFICATION FOR

**Operation and Maintenance of Scientific Equipment onboard
NCPOR Research Vessel ORV SAGAR KANYA**



**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 CONDITIONS OF CONTRACT [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 **Operation and Maintenance of Scientific Equipment for NCPOR Research Vessel ORV Sagar** in the prescribed format. The contract is for Operation and maintenance of scientific equipment for NCPOR Research Vessel 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.

This tender intends to identify L1 bidder towards operation and maintenance of scientific equipment, positioning of qualified engineers onboard NCPOR vessel to carry-out various scientific operations viz., deployment and retrieval of data buoys, current moorings, deployment of tsunami systems, Seabed sampling, water column samplings, Geophysical survey, swath bathymetry survey, support laboratory analysis onboard vessels & programme authorized by MoES/NCPOR at high seas and coastal-waters as described in the document at different places, and in collection of samples/CTD measurements/Seabed scanning/other data collection and all their activities. The vessel is mainly deployed for various scientific operations for approximately 300 plus days in a year.

[1]. General Information regarding NIT Document

- a) This NIT is to identify the suitable company that is capable of Operation and maintenance of Scientific Equipment for NCPOR Research Vessel ORV Sagar Kanya. Detailed specifications of the scientific equipment are provided in Annexure-I.
- b) Potential 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.
- c) Potential bidders to submit details of experience, infrastructure and manpower details, technical and commercial information fulfilling the criteria as sought in NIT clause 11. Only the price bids of techno-commercially qualified bidders will be opened for further evaluation.
- d) NCPOR will identify L1 bidder for the operation and maintenance of Scientific Equipment for

NCPOR Research Vessel through an open tender and a contract shall be established between NCPOR and the successful bidder for NCPOR research vessel ORV Sagar Kanya.

- e) The identified L1 bidder shall not re-assign this contract to any other firm as whole or sub-contract is prohibited in any manner to do so.
- f) L1 value will be arrived at as per the price bid format based on contractual responsibilities. Contract value shall be as determined from the price bid and shall be the basis for all financial instruments, towards performance security, penalties etc, governed under this contract. Prevailing statutory taxes as applicable & shall be paid.

[2]. Contract price and payment

NCPOR shall compensate for services rendered by the successful L1 bidder in the following manner for ORV Sagar Kanya. The prices will be finalized for the vessel after evaluation of bids. Monthly invoice for the vessel to be submitted for all services towards operation and maintenance of onboard scientific equipment. The prices are fixed and firm irrespective of whether the vessel is operating in the Indian or foreign port.

[3]. Scope of Work towards Operation and maintenance of scientific equipment onboard NCPOR Research Vessel ORV Sagar Kanya

- a) Equipment operations and maintenance, data acquisition, processing the data, sampling & analysis. Onboard Service engineers should always act as a part of the scientific team and carry out various scientific works as per the instruction of NCPOR/Chief Scientist on-board in liasoning with ship's staff which will be executed onboard utilizing the equipment listed out in Annexure – I. The scientific equipment shall be operated and maintained strictly as per the instruction manual and directives of OEM outlining requisite methods and procedures.
- b) The Contractor shall ensure that all equipment covered under the scope, as listed in Annexure–I, is always maintained in fully operational condition, while the vessel is on cruise and while berthed at any port in India or abroad, including during dry-docking and layup periods.
- c) Repairs and maintenance [*Routine, Preventive and Breakdown*] of each equipment. The Contractor shall ensure that all equipment shall be serviced, repaired and maintained as per OEM recommendations following routine maintenance and preventive maintenance procedures as stipulated in the manuals to keep all equipment operational all times.
- d) To carry out systematic data acquisition, processing, and secure storage of data. Upon completion of each scientific cruise, the data shall be submitted along with the log sheet immediately to the Chief Scientist and VOM Group of NCPOR. Monthly reports shall also be prepared and submitted along with monthly invoice. In addition, cruise-wise metadata, raw data and processed data along with log sheet shall be submitted in standardized formats, which shall be finalized prior to execution of the contract.

- e) Periodic calibrations & testing as per the schedules to be drawn up based on OEM guidelines / expert advises for each equipment, participating in sea trials and, renewal of spares/consumables, etc.
- f) The ships are usually given 3 to 5 days of maintenance-time between every cruise simultaneous with the scientific team changeover & cruise preparation. The successful bidder is requested to carry out the periodic maintenance/routine/breakdown maintenance during this period of port call and ensuring that all the onboard equipment are fully functional and ready for the next sailing
- g) Also, the bidder 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 their action plan. Bidder should submit the detailed work done report at the end of each port call.
- h) Submission of interim reports as and when requested by NCPOR for any specific equipment / facility included under contract.
- i) During the scientific cruise, ship crew will provide necessary support for entire scientific activities. The onboard scientific engineers *[Operation and maintenance of scientific equipment onboard ORV Sagar Kanya]* shall function as integral members of the scientific team and carry out various scientific tasks as directed by NCPOR/Chief Scientist onboard, in close coordination with the ship's staff.
- j) The maintenance of CTD cables, including cable end termination, & other associated hardware and software, routine cleaning, testing for conductivity parameters, identification of any discontinuities, slip ring maintenance, and proper winding of the cable on the drum, shall be considered an integral part of the operation and maintenance responsibilities of the bidder.
- k) All cables / wire ropes of winches *[related to scientific operations]* status and lengths should be monitored and reported in monthly reports.
- l) Any issues with cranes, any machinery, and any other shipboard facilities, even if not covered under the contract, which are required for scientific operations and may affect the smooth scientific data collection / sampling, are to be brought to the notice of NCPOR at the earliest.
- m) Any scientific equipment under contract that are deployed in seawater is to be washed thoroughly every time with freshwater immediately after retrieval onboard.
- n) All precautions to be taken so that no computers onboard under scope are infected with virus. The computers shall be installed with licensed anti-virus packages *[any reputed brand as compatible with the acquisition and processing system]* and updated periodically so that the license would remain valid at any given time with no additional cost to NCPOR.
- o) Facilitate and liaise with the vessel management contractor for the cleaning of underwater transducers and sonars using divers. An inspection and service report, including photographs and videos, shall be submitted upon completion.
- p) All electronic equipment *[related to the scientific equipment]* to be protected and taken care during

the following instance when undertaken by the vessel management contractor:

[1] Fumigation & other pest control measures onboard.

[2] During movement of any workshop's personnel, hot works, removal & refitting of panels, cabling, major repair work, DD etc.

- q) The successful bidder shall arrange all necessary port clearances, local transportation, and related logistics for the movement of scientific materials, including spares, during repair, maintenance, or service activities. Equipment shall be removed from the vessel for repair or calibration only with prior approval from NCPOR. The bidder should ensure that any scientific equipment offloaded ashore for calibration/service is to be returned onboard vessel and put it in service within the minimum possible time by close liaisoning with OEM at every stage. For scientific cruise requirements, if any equipment needs to be mobilized between NCPOR vessel, the bidder shall undertake the necessary arrangements, including port clearances and local transportation, without any additional cost.
- r) Experienced engineers shall be positioned and available onboard during cruises, port calls, dry-dock, and layup periods [min 3 nos onboard ORV Sagar Kanya]. Adequate manpower should be ensured to operate and maintain the scientific equipment onboard 24x7 as per the tender.
- s) Apart from the items listed in Annexure-I, any additional services/repair of Scientific equipment [*Not covered under scope*], as required by NCPOR, shall be provided by the contractor. The cost for such services will be reimbursed at actuals. A competitive price shall be established to ensure price reasonableness, and the work shall be carried out only after obtaining approval from NCPOR.
- t) No alteration, modification, or relocation of any equipment shall be carried out without the prior approval of NCPOR. Scientific laboratories shall be properly organized and maintained at all times, with all scientific equipment kept in their designated locations, ensuring that the laboratories are always ready for use. The contractor shall liaise with the vessel management contractor regarding the housekeeping of all onboard laboratories
- u) During warranty/guarantee period of any scientific equipment, the bidder should carry out routine/preventive maintenance and co-ordination with OEM for availing warranty services to be done. Breakdown maintenance [*if any, during the warranty/guarantee period*] to be attended by the OEM or OEM authorized engineers.
- v) Maintenance of major scientific equipment by Original Equipment Manufacturer (OEM) (Indian and foreign) services shall be carried out once a year or as and when required, with the approval of NCPOR. Expenditure towards travel, accommodation, port clearances etc shall be reimbursed by NCPOR at actuals, upon submission of relevant acceptable proof. Service charges and any other incidental charges to be taken care by the contractor.
- w) The victualing for the onboard service engineers will be borne by NCPOR through the vessel management contractor.

- x) Any work (erection/ installation/ cable routing / operation / service / maintenance / decommission / calibration / cleaning) required to keep the equipment (listed under Annexure- I) operational all the time is considered within the scope of work.
- y) In case of any incident w.r.t onboard electronics like DGPS, Echosounder, MRU (motion reference unit), DP and other systems at sea, urgent support shall be provided by the onboard engineer to the vessel.
- z) In the event of any lapses in the above activities/ responsibilities, the applicable Liquidated Damages (LD) or penalty clauses shall be enforced.

[4]. Maintenance of Scientific Equipment onboard NCPOR Vessel

- a) Preventive maintenance of all Scientific Equipment should be done by the OEM/OEM authorized engineer as per standard maintenance schedule. The contractor shall engage the OEM/OEM authorized engineer for the above job at least once in a year for the below list of scientific equipment. The service/work covers the maintenance/service/overhaul/replacement of consumables etc. The report along with spare requirements & health of the system shall be submitted within 15 days of the respective engineer's visit to NCPOR. Expenditure towards travel, accommodation, port clearances etc shall be reimbursed by NCPOR at actuals, upon submission of relevant acceptable proof. Service charges and any other incidental charges to be taken care by the contractor.

Vessel Name	List of Major Scientific Equipment
Sagar Kanya	Deep Sea Multibeam Echosounder, Model: EM304-MKII; Make: Kongsberg
	Deep Sea Echosounder (SyQwest 12 kHz / 30 kHz), Make & model: SyQwest; Bathy 2010
	Shallow Water Echosounder, Make & model: Skipper Electronics; SKIPPER ESN200
	G-882 Cesium Magnetometer, Make & model: GEOMETRICS, USA; G-882
	Sub-Bottom Profiler, Make: Geoacoustics; Model: Geopulse Transmitter/ Receiver 5430A/5210A
	Seabird CTD with Rossette Sea-water Sampling facility, Make: SEABIRD ELECTRONICS, USA, Model: SBE 911 plus
	RDI 150 kHz Acoustic Doppler Current Profiler, Make: R.D. Instruments Inc, USA; Model: OS 150 KHz
	Thermosalinograph, Make: Sea Bird Electronics; model: SBE 21 SEACAT

- b) Break down maintenance. If any scientific equipment found breakdown, the contractor should engage the OEM/ OEM authorized engineer for repair & visit. The contractor should ensure the minimum downtime of the scientific equipment to facilitate the scientific operation. If the contractor found the non- availability of an OEM /OEM authorized engineer to attend the breakdown maintenance, NCPOR shall take a call on case-to-case basis to avail the non-OEM engineer to address the problem & for further repair.
- c) The supply of tools, converters, cables, connectors, repair kits, spares and consumables required

for periodic maintenance, as specified by the equipment manufacturer or as stated above, shall be the responsibility of the Contractor. The Contractor shall maintain adequate spares, consumables, and repair kits onboard the vessel to ensure the efficient operation of all scientific equipment, including necessary servicing kits. The onboard spare inventory shall be shared with NCPOR, and any spares utilized shall be replenished by the bidder through procurement on an immediate and regular basis.

[5]. Placement of Engineers onboard

- a. The bidder shall ensure availability of qualified and experienced service engineers onboard ORV Sagar Kanya.. Engineers shall be available onboard during all cruises, port-calls, layup, dry-docks, round-the-clock. Accommodation and food shall be provided to service engineers by NCPOR while they are on-board the vessel. Based on NCPOR's approval, the positioning of additional manpower for important cruises, drydock activities, or any other requirement may be undertaken at no additional cost to NCPOR. In general cases, minimum three (03) numbers of service engineers should always be deputed.
- b. Operation and maintenance of scientific equipment onboard by experienced engineers [*Diploma holders with five years' experience or B.E/B.Tech with three years experience*] with minimum two years sailing experience.

[6]. Underwater cleaning of Transducers

Underwater diving services are being arranged by vessel management contractor. Successful bidder will facilitate and liaison with vessel management contractor towards cleaning of underwater transducers and sonars using their service.

[7]. During Drydock and Afloat Repairs

- a) Six months before the due date for drydocking of the vessel, the bidder shall submit the work scope towards drydock and afloat repairs pertaining to scientific equipment. These defect lists should be exhaustive defining the entire scope of work including in way jobs like, removal of number of panels, renewal of pipelines [*dimension and length to be specified*], cabling work [*type, length of cable*], etc.
- b) Along with Drydock work scope, a long lead spares [*if any*] required for the scientific equipment shall be submitted to NCPOR well in advance.
- c) The bidder shall undertake servicing, lubricating, cleaning, Sikaflex sealant, roxtec glands, checking impedance / cable resistance etc. of the underwater sensors / transducers whenever the ship is in dry dock in India or abroad.
- d) Protection of all equipment during drydock and afloat repairs and fumigation/pest control. Further, safe custody of scientific equipment, spares, to be ensured.
- e) The bidder shall participate in sea trials after dry-docking and after carrying out major repairs and testing of any scientific equipment or whenever required by NCPOR for any equipment, in the presence of a designated representative of NCPOR/OEM to ensure satisfactory working of equipment and report

shall be submitted to NCPOR.

- f) During the drydock, the bidder shall depute experienced O&M engineers as per the clause no. 5 above until completion of drydock repair works. The engineer should attend all the jobs in the dry-docking and certify the works done satisfactorily. Considering the tight schedule for drydock and afloat repairs, the positioning of additional manpower may be undertaken to facilitate the drydock and afloat repairs within the stipulated time. Contractor to co-ordinate with ship operator for completion of dry-dock repairs in time.
- g) Bidder shall liaise, co-ordinate and get the jobs done by the identified shipyard within the scheduled time frame of the drydock contract.
- h) During Dry-dock and afloat repairs, the bidder has to arrange at his own cost for the stay and food & transport for the engineers depending on the habitability of the ship.

[8]. Reporting and Documentation

a) Monthly Report:

An exhaustive report comprising all events to be submitted. The report should comprise the following:

- a. Cruise Reports: The reports with the endorsement of Chief Scientist/NCPOR rep. on all the equipment operated during the cruise and copy of the data collected along with log sheet in the respective scientific cruise.
 - b. Breakdown report, damage / loss reports, if any.
 - c. Work done report towards the maintenance of the equipment [*routine, preventive, and breakdown maintenance of the scientific equipment*].
 - d. Update of inventory register [*asset & consumables*].
 - e. Spares requirements, if any.
 - f. Monthly submission of performance report shall be certified by the Chief Scientist/ NCPOR representative. Annexure – IV.
 - g. Scientific data collected along with log sheet [*pre and post processed data, metadata*].
 - h. Update on validity dates of DGPS signals, consumable's shelf-life expiry dates, lengths of CTD / hydrographic/Deep Sea Winch cables available as per log, calibration validity dates for applicable equipment / sensors/CTD/TSG, etc.
- b) The successful bidder should maintain complete records of each scientific equipment including the inventory, installation/commissioning report, single line diagrams, HAT/SAT report, repair records [including replacement of spares], upgradation details [*if any*], OEM Service reports, operation/maintenance manual, calibration records [as applicable], backup software and tools, test and validation reports, etc.

[9]. 1. Payments towards Reimbursements

- a) OEM Spares/consumables bills will be reimbursed on actual with 10 % overhead. The

overhead charges include all Custom House Agent [CHA] or clearing agent fee, customs processes/ duty, transport including international freight, insurance etc and to be placed onboard. Spares invoice cost along with payment proof shall only be considered for reimbursement and overhead payment. Necessary approvals be sought from NCPOR with need, justifications and cost reasonable

- b) Non-OEM spares /consumables will be reimbursed on actual with 10% overhead. The overhead charges include all CHA, customs processes/ duty, transport including international freight, insurance etc and to be placed onboard. Spares invoice cost along with payment proof shall only be considered for reimbursement and overhead payment. The contractor is to ensure competitive prices through the tendering process and necessary approvals be sought from NCPOR with need, justifications.
- c) The expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., in case of repairs of existing equipment at OEM facilities abroad 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. NIT terms may be retained for all other points. Necessary approvals for spares be sought from NCPOR with need & justifications & the same shall be reimbursed at actual.
- d) 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 practice/ OEM direction of the equipment shall be under contractor's scope to ensure data quality and make equipment fully operational. NIT terms may be retained for all other points. Necessary approvals for spares be sought from NCPOR with need & justifications & the same shall be reimbursed at actual.
- e) DGPS correction subscription are to be done by the contractor. The cost for the above will be reimbursed at actual.
- f) Scientific Data Acquisition & Post Processing Software license renewal/ updation, if any, to be done by the contractor. The cost will be reimbursed at actual by NCPOR.

2. Non-Reimbursements: Bidders obligations that shall not be re-imbursed by NCPOR irrespective of cost

The following items must be arranged by the bidder including the spares / consumables which all are required for equipment operation and maintenance.

- a) Toolkits, consumables required for servicing of scientific equipment.
- b) Replacement of batteries of Lab UPS.

- c) Chemicals / standards required for calibrations/standardization/analyzing the samples including standard sea water
- d) Lubricants, washers, O-ring, insulators, Sikaflex sealant, roxtec glands, Contact Spray, Silicone grease, WD-40, etc.
- e) Printer cartridges, hard-discs, CD, DVD and other memory devices and computer peripherals.
- f) Replacement of power /data cables, converters, connectors, and purchase/renewal of antivirus software as and when required.
- g) Network switches/ modem, crimping the cables and termination of CTD wire ropes, underwater insulations, etc. for the equipment.
- h) Safety and personal gear for the service engineers for performing tasks onboard.
- i) Valid passports, medical fitness certificate by DGS approved doctor, Standards of Training, Certification, and Watchkeeping for Seafarers [STCW] certificate and Yellow Fever vaccination for the service engineers.
- j) Any other items which are required for executing the maintenance, data / sample collection satisfactorily.
- k) Transportation for carrying the scientific equipment in and out of vessel and port to be arranged.
- l) Scientific material clearances of the onboard equipment shall be arranged by the successful bidder with prior approval of NCPOR.
- m) Permission for signing on/off, port passes for the engineers/ vehicles will be done by NCPOR. The O&M engineer details to be provided to NCPOR well in advance for NCPOR clearance.

[10]. Payment terms for Operation and Maintenance of Scientific Equipment for NCPOR Research Vessel ORV Sagar Kanya

- a) NCPOR shall pay the Contractor on a monthly basis, upon receipt of vessel-wise invoices submitted in compliance with the contract terms and supported by all required documents within 30 days. The Contractor shall raise the invoice after completion of each month, along with the requisite deliverables. Monthly report as per format at Annexure IV also to be submitted with the monthly bills. The invoice shall be submitted to NCPOR by the 7th day of each calendar month.
- b) The Operation & Maintenance charges for scientific equipment will be deducted proportionately for the downtime period if any equipment is non-functional, till rectification. It is essential that the equipment and all the sub-units are fully operational always. For partially operational equipment, NCPOR at its discretion will consider such equipment as operational or non-operational depending on the usefulness of the data / samples depending on the cruise objectives / chief scientists' inputs and deductions thereof fully or proportionately. This deduction shall be in addition to the penalty clause.
- c) The payment towards reimbursement of spares/consumables cost would be made as and when the bills are submitted along with relevant documents *[intimation to NCPOR, approval order from*

NCPOR, proof of payment, certified copy of work done report/service report, mate receipt if spare is taken onboard, exchange rate for foreign rates, etc.].

- d) For operation & maintenance of scientific equipment, the charges shall be paid to the contractor on satisfactory services and submission of cruise wise reports and monthly reports. The Contractor must ensure that each of the equipment for which payments are sought is tested at least once in a month. Operation for testing purpose shall also be considered as operation. The contractor shall maintain the equipment in a working condition and shall submit the report along with monthly invoice.
- e) Any equipment under warranty, cost towards breakdown repair will be considered with prior approval with estimates. Also, expenses if any incurred with prior approval towards the cost of reverting into service / repairing any equipment found non-operational during time of commencement of contract will be paid separately as mutually agreed by NCPOR & bidder. For scientific equipment under warranty, the Contractor is to do only preventive maintenance during the warranty period. The warranty services would be taken care of by OEM, and the contractor must coordinate with OEM for availing warranty services.
- f) If any new equipment is added, the necessary training will be provided through OEM and operation of the equipment & data collection and processing shall be carried out and if any repair, the same shall be serviced through under warranty with OEM.
- g) Delay to carry out the calibration in time shall cause deduction in the charges to the proportion as deemed appropriate to the extent of total quoted charges for the respective equipment.

[11]. Penalty/Liquidated Damage

- a) The Operation & Maintenance charges for scientific equipment will be deducted proportionately for the downtime period if any equipment is non-functional, till rectification is done by the bidder.
- b) Non-availability of minimum engineer's onboard vessel as mentioned will attract a penalty of Rs. 10,000/- per day per head in addition to the day rate of the engineer for the number of engineers unavailable and the period of unavailability.
- c) The successful bidder should always ensure adequate safety of the scientific equipment. Bidder shall be responsible for security scientific equipment onboard. Any loss of material should be reported immediately to NCPOR and the same should be replaced by the bidder at his cost if attributable to the successful bidder. Any claim money through insurance [*as applicable*] received shall be to the benefit of the Contractor.
- d) Any damage or loss resulting out of negligence except the service procedure on the part of the transducer shall be fully rectified by the bidder at their own expenses and to the full satisfaction of NCPOR.
- e) If no maintenance of the scientific equipment is provided as per NIT, penalty of Rs. 10,000/- per

system shall be applicable.

- f) If no response from the contractor for more than 3 working days, penalty of Rs. 10,000/- per day shall be applicable.

[12]. Other terms and Conditions for the bidder

- a) Operating Drug and Alcohol Policy as per statutory regulations.
- b) All the engineers should have a valid Passport. All the engineers need to obtain STCW certificate and fitness certificate by DGS approved doctor at the bidder's cost before embarkation. Yellow fever vaccination is required in case the vessel touch any foreign port.
- c) Within one month of signing the contract, the bidder shall furnish a detailed report of the condition of the equipment / systems, inventory of spares, manuals and software available onboard and maintenance schedules and procedures for each equipment and calibration schedules in compliance with OEM guidelines. The same should be kept updated all time and submission of same should be done as and when requested by NCPOR for any specific equipment / facility under contract.
- d) Before sailing a Vessel for each cruise, bidder should ensure that all the instruments/ equipment are to be tested to its standards of operation. The details of non-functional equipment if any are to be reported to NCPOR immediately.
- e) Work shall be carried out round the clock with no restriction on timings including Saturdays, Sundays and other holidays.

[13]. Addition/Deletion of any Scientific Equipment

- a) In case any equipment in the contract is replaced / added during the period of contract;
- i. With an equipment of the same specification / similar degree of required maintenance, the operation and maintenance charges per item remain the same.
 - ii. With an equipment of technically much superior specification and increase in the work, then the operation and maintenance charges shall be mutually decided.
- b) During the period of contract, if any equipment is phased out or becomes unserviceable or beyond economic repairs, the operation and maintenance charges for that / that equipment shall be reduced proportionately from the monthly invoices.

Brief outline Specifications of the Scientific Equipment and the details on major instruments/equipment onboard are provided as Annexure-1.

Note: The scientific equipment details are not exhaustive and the bidders are requested to visit ship to know the exhaustive equipment details. Most of the equipment onboard is imported from different countries and a few are of indigenous origin. The bidder can inspect the equipment at the bidder's cost for ascertaining their make, type, their present status, etc. at any port after confirming the availability of the vessel at port with NCPOR.

Annexure – E

Bid Securing Declaration Form

Date:

Tender No: -----

Tender Title: Operation and Maintenance of Scientific Equipment of NCPOR Research Vessel [ORV Sagar Kanya]

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 one year 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)

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

Corporate Seal (where appropriate)

Performance statement

The bidder should submit the form along with technical bid

Sl.No.	Contract title & scope of work	Contract period (Start and end dates)	Satisfactory certificate from Owners	Copy of work order to be attached

Sign & Stamp

Experience details of Engineers / Technical Experts

The bidder should submit the below details along with technical bid:

Sl.No.	Name of Engineer / Technical Expert	Position / Role	Educational Qualification	Area of Specialization	Total Relevant Experience (Years) in handling Scientific Eqpt	Experience of onboard sailing (Years)

Sign & Stamp

ANNEXURE I

Specifications of the Scientific Equipment and the details on major instruments/equipment onboard

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

I. Ship Name: SAGAR KANYA

A. Specification

Broad specification and scientific details 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

LIST OF SCIENTIFIC AND SURVEY EQUIPMENT - ORV SAGAR KANYA

Sl. No	Item	Make & Model.
1	Deep Sea Multibeam Echosounder with post-processing / plotting facilities.	EM304-MKII Make: Kongsberg
2	Deep Sea Echosounder (SyQwest 12 kHz / 30 kHz)	SyQwest Bathy 2010
3	Shallow Water Echosounder	Skipper Electronics SKIPPER ESN200
4	G-882 Cesium Magnetometer	GEOMETRICS, USA G-882
5	Sub-Bottom Profiler	Geoacoustics Geopulse Transmitter/ Receiver 5430A/5210A
6	Side Scan Sonar	GeoAcoustics SS981/159/196D
7	Pinger	IX Sea EP 861 S

8	18m Hydraulic Piston Corer	Georesource BV
9	6m Gravity Core	Varya Tech
10	Spade Corer	Varya Tech
11	Sediment Grabs (type I – 2 nos & type II – 4 nos)	Varya Tech
12	Core Sub-Sampling Stn	Indigenous
13	Pipe Dredge	Indigenous
14	Sieves / Sieve Shaker	Jayant 663/12/2000
15	Skalar Autoanalyser.	Skalar San++
16	Hydro-Bios Automatic Multi-Plankton Net	Hydro-Bios Kiel, Germany Multi-Netz HB 438 100. {Cat No: 438 13}
17	UV-Oxidation Unit	La-Jolla Sci Co. A116352
18	Titration Unit	Metrohm 865 Dosimat Plus
19	Water Purifying System	Pall Cascada II.I
20	Vaccum Pumps	Millipore XI5522050
21	UV Chamber	Motor Unit: ElektrimTechopt Blower Unit Make: NYB
22	Rotary Shaker	Instruments & Equipment Co.
23	Seabird CTD with Rossette Sea-water Sampling facility.	SEABIRD ELECTRONICS, USA SBE 911 plus
24	Idronaut CTD with Rossette Sea-water Sampling facility.	IDRONAUT Srl, Italy OCEAN SEVEN 320 plus
25	Niskin Water Sampler 1.7 Ltrs 5 Ltrs 10 Ltrs 30 Ltrs	General Oceanics, Ocean Test Equipment
26	Go Flow Water Sampler 30 Ltrs 12 Ltrs	General Oceanics, Ocean Test Equipment
27	Sippican Expendable Bathy Thermograph (XBT)	Sippican MK 21
28	RDI 150 kHz Acoustic Doppler Current Profiler	R.D. Instruments Inc, USA OS 150 KHz
29	Bucket Thermometer	Theoder Friedrichs BUND 6685-12-132-0850
30	Salinometer	Guildline Instruments 8400B

31	Thermosalinograph	Sea Bird Electronics SBE 21 SEACAT
32	Barometer	Theoder Friedrichs Type 5020
33	DP system	Kongsberg Class 1
34	HiPAP	Kongsberg HiPAP 500 and HiPAP 100
35	LAN	Digisol/ Dlink DG-FS1016D
36	LCD projector / screen	
37	Meterwheel Unit (For CTD)	Varya Tech
38	Personal Computers/servers & Peripherals	Make: AOC, HP, Xtech, Zebronic, Lenovo, Dell
39	Printers	HP HP Laser Jet P 2015 dn (2 nos.) HP Laser Jet 1007 (3 nos.) HP Laser Jet CP 1525n (1 no.) HP LaserJet 1150 (3 no.)
40	Autoclave	Indigenous
41	Rock Saw	Indigenous
42	Rock Mill	Siebtchnik
43	Automated Weather station (AWS)	Coastal Environmental Systems Inc, Washington WEATHERPAK Shipboard Data Display
44	CCTV System	Make: MATRIX Model: SATATYA CIBR50FL28CWP P2
45	Dry Ovens	Heraeus-2, Lawrence & Mayo-1
46	Tension meter for Deep Sea winch	

ANNEXURE - II

PRICE BID FORMAT

A. SAGAR KANYA

Sl. 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	iii (a)	iv	v	vi	vii	viii	ix
Scientific equipment operation & maintenance [routine, preventive & break down, data collection & processing/analysis] (annual charges including requisite manpower).									
1	Deep Sea Multibeam Echosounder with post-processing / plotting facilities.	1	Per year						
2	Deep Sea Echosounder (SyQwest 12 kHz / 30 kHz)	1	Per year						
3	Shallow Water Echosounder	1	Per year						
4	G-882 Cesium Magnetometer	1	Per year						
5	Sub-Bottom Profiler	1	Per year						
6	Side Scan Sonar	1	Per year						
7	Pinger	2	Per year						
8	18m Hydraulic Piston Corer	1	Per year						
9	6m Gravity Core	2	Per year						
10	Spade Corer	2	Per year						
11	Sediment Grabs (type I – 2 nos & type II – 4 nos)	6	Per year						
12	Core Sub-Sampling Stn	1	Per year						
13	Pipe Dredge	3	Per year						
14	Sieves / Sieve Shaker	1	Per year						
15	Skalar Autoanalyser.	1	Per year						
16	Hydro-Bios Automatic Multi-Plankton Net	1	Per year						
17	UV-Oxidation Unit	1	Per year						
18	Titration Unit	1	Per year						
19	Water Purifying System	1	Per year						

20	Vaccum Pumps	2	Per year						
21	UV Chamber	1	Per year						
22	Rotary Shaker	1	Per year						
23	Seabird CTD with Rossette Sea-water Sampling facility.	1	Per year						
24	Idronaut CTD with Rossette Sea-water Sampling facility.	1	Per year						
25	Niskin Water Sampler		Per year						
	1.7 Ltrs	60							
	5 Ltrs	10							
	10 Ltrs	18							
26	30 Ltrs	6	Per year						
	12 Ltrs	1							
27	Sippican Expendable Bathy Thermograph (XBT)	1	Per year						
28	RDI 150 kHz Acoustic Doppler Current Profiler	1	Per year						
29	Bucket Thermometer	2	Per year						
30	Salinometer	1	Per year						
31	Thermosalinograph	1	Per year						
32	Barometer	1	Per year						
33	DP system	1	Per year						
34	HiPAP	1	Per year						
35	LAN	1	Per year						
36	LCD projector / screen	1	Per year						
37	Meterwheel Unit (For CTD)	2	Per year						
38	Personal Computers/servers & Peripherals	12	Per year						
39	Printers	9	Per year						
40	Autoclave	1	Per year						
41	Rock Saw	1	Per year						
42	Rock Mill	1	Per year						
43	Automated Weather station (AWS)	1	Per year						
44	CCTV System	1	Per year						
45	Dry Ovens	2	Per year						
46	Tension meter for Deep Sea winch	1	Per year						

	Total Value for Sagar Kanya		subto tal						
	Grand total (all 3 years)								

Lowest bidder shall be arrived at total of all 3 years

- 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 of model contract.

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

Signature of the bidder & Stamp

Annexure-III

Model Contract

Model Contract for ‘Operation and Maintenance of Scientific Equipment for NCPOR Research Vessel ORV Sagar Kanya’

(Note: All NIT terms, prices finalized 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”

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

- a. This contract document.
- b. The tender document issued by NCPOR vide xxxxxxxxxx dated xxxxxxx including the technical specifications set out in the tender document and all annexures / appendices and pre-bid meeting clarifications / corrigendums issued.
- c. 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. Scope of work, SCC, etc

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.

TERMS;

This Agreement shall be 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 “Operation and Maintenance of Scientific Equipment of NCPOR Research Vessel ORV Sagar Kanya’ to the Contractor i.e., from _____. 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.

1. Work Scope

As per NIT

2. Terms of Payment

As per NIT

3. SPARES:-

Any reimbursable spares of scientific equipment must adopt the following procedure, without which the reimbursement shall not be allowed.

- 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
- Prior approval of NCPOR is to be obtained.
- To establish competitive price through the tendering process and price reasonability has to be submitted along with the spare procurement proposal.
- The supply on-board must be accompanied by an original copy of the Invoice from the supplier.
- The supply should be entered in the Stores Received Book (SRB) duly signed by Master or NCPOR representative and ledger maintained on-board.
- The supply should be recorded and signed by the Mate in the Mate receipt on-board.
- Mate receipt signed by Master, 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.
- 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 a competitive basis with minimum three quotations if sourced from the open market other than OEM's or as per NCPOR norms if any.
- The detailed report should be submitted for spare availability, utilization and requirement once in three months.

4. CRUISE PROGRAMME:-

The vessel shall be used for various programmes of the MoES such as retrieval and deployment and retrieval of data buoys, current moorings, benthic stations, deployment of tsunami systems, Seabed sampling, water column samplings, Geophysical survey, swath bathymetry survey & any programme authorized by NCPOR at high seas and coastal-waters 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. A model cruise programme of the vessel will be given during the pre-bid meeting. During the cruises following activities shall be conducted at each location/point:

- 1 Collection of plankton samples using a 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 the 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.

5. 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 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. 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.

- 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.

6. Penalties

- a) If an equipment is not functioning or its performance is not satisfactory, considering the nature of problem and loss to the scientific objectives up to 100% cost of the of respective equipment will be deducted in the subsequent bills.
- b) Non-availability of minimum engineer's onboard vessel as mentioned at will attract a penalty of Rs. 10,000/- per day per head in addition to the day rate of the engineer for the number of engineers unavailable and the period of unavailability.

- c) Delay to carry out the calibration in time shall cause deduction in the charges to the proportion as deemed appropriate to the extent of cost for the equipment.
- d) Poor show on upkeep and maintenance of the equipment, delay in breakdown service, delayed arrangements of periodical calibration, non-submission of reports, will attract the penalty of 0.5% of monthly invoice payment.

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.

9. 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. In case 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 Mediation by any authority to be appointed as Mediator by the NCPOR.
- c) However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party if any.

10. 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. MoES 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. The master's decision shall be final for all safety related matters. However, the Master must inform/ consult the Chief Scientist/ Vessel Manager/ MoES before taking any action regarding heavy weather-related decisions.

11. Periodic Inspection

MoES/ NCPOR shall have the right to inspect/ survey, at its option and cost, at all times and at any port in India/ abroad, the lab, maintenance & status of the equipment etc. provided by the Contractor under this Agreement. The Contractor always undertakes and guarantees full and unhindered access to the lab for inspection by the representative of MOES/ NCPOR. Items rejected on inspection, following standard Marine Practices shall be replaced by the Contractor. It is understood by both parties that any inspection by MoES/ NCPOR referred to in this clause shall in no way reduce or diminish the Contractor's responsibility and obligation with respect to the contractual obligations. It is the Contractor's express obligation to follow and observe all applicable laws, rules, regulations and orders of the land to always keep the equipment operational conditions during the currency of this Agreement and any other extension thereof.

12. DELIVERY / RE-DELIVERY:-

The vessel shall be available to the Contractor at any port in India. An inventory of the entire scientific equipment, spares and stores 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. In case of missing any item, suitable replacement will be made by the Contractor and if the Contractor fails to do so, NCPOR shall arrange the same and deduct the incurred expenses as appropriate.

The Contractor shall pay any/ all charges of repair and survey which are required to be carried out to bring the scientific equipment fully operational 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 by MoES/NCPOR.

The re-delivery of the vessel shall be effected at any port in India as determined by NCPOR. At takeover, any item 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.

13. Insurance

The Hull & Machinery (H&M) and Protection & Indemnity (P&I) insurance for ORV Sagar Kanya shall be renewed by the Owners. 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.

14. CHANGE IN LAW:-

If there is a change in or enactment of any law in India after the date of placement of LOI/ TOI 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.

15. Performance Security:

- a. The successful bidder (contractor) should deposit 5% 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 of the supplier 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 @ 5% 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.

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.

16. CONSEQUENTIAL DAMAGES:-

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

17. INDEMNITY:-

- d. 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.

- e. 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.
- f. 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 there of
 - viii. Any loss or damage caused by the Contract or 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

18. 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 stand 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 MoES 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 terminated on non-performance of contractual obligation such Contractor shall be banned from participation in all future tenders of NCPOR.
- viii. Termination of contract for not providing satisfactory services
- ix. 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.

19. 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.

20. 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.

21. LABOUR LAWS:

The Contractor shall comply with all labour laws of the country as applicable including but not limited

to the Contract labour (Regulation and Abolition) Act 1971 and Minimum wages Act. 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.

22. COMPLIANCE OF LAWS:

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

23. PAYMENT OF WAGES:

The Contractor shall pay the wages directly to the workmen as per governing laws of such employment for operations & maintenance. The Contractor shall also ensure that no amount by way of NCPOR or otherwise is deducted or recovered by them or their sub contractors 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.

24. 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.

25. 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. The sanctions stated in Integrity Pact as at Annexure- C for violation of any clause of the Integrity Pact are applicable.

26. 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 negotiable on 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.

27. 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.

28. SUCCESSOR AND ASSIGNS:

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

29. STAMP DUTY:

The Contractor will purchase two numbers of Non-Judicial Stamp Paper of Rs. Five Hundred (Rs.500/-) each (to be borne by the Contractor) for the purpose of executing the contract between MoES and Successful bidder. In case NCPOR wishes to register the agreement for whatever reasons, all costs towards this shall be on account of NCPOR.

30. Confidentiality: -

An undertaking from the Contractor shall be submitted to NCPOR to maintain confidentiality during the contract period as well as after the completion/termination/ cancellation of the contract as per Annexure -V.

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

REPORT FORMAT**Monthly reports (to be submitted with monthly bill)**

Sl.No	Service	Report
1	Work done details/report	a. Cruise report b. Performance report certified by Chief Scientist/NCPOR Representative. c. Spares/consumables supplied as per contract.
2	Operation of scientific equipment and status of the same	Complete details of maintenance and operation carried out for each scientific equipment
3	Scientific Data	Scientific cruise raw, processed data along with log sheet and test & validation data
4	Status of calibration	Equipment calibration details, action taken for periodical calibration
5	Status	a. Status of winch cables b. Status of subscription [DGPS, Software etc]

Comments of :

Master

Operator Representative

Owner Representative

ANNEXURE - V

NON-DISCLOSURE AGREEMENT (format)

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 scientific equipment onboard 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 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
