

## Global Tender NCPOR/DSEM/HSS/23- PREBID QUERIES & REPLIES

Date:10/08/2023

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1	19	Section B 4.4	Digital Data. The bidder shall, together with the Operational Field report submit TWO copies of all raw and processed data as per the specifications provided in the Tender Documents section 5.5 and 5.6	Employer to kindly clarify sec 5.5 and 5.6, as Page 22 containing section 5.5 and 5.6 have no relevance to Digital Data.	Kindly read it as 4.5 and 4.6 which details the data formats. Please see corrigendum.
2	22	Section B 5.3	The bidder is fully liable for compliance in all respects with, and giving of all notices and paying of all taxes, duties and fees as required by the provision of any country by-law.	Employer to kindly clarify on work executed offshore - taxes, duties and fees as required by the provision of any country by-law.	The contractor to pay all taxes, duties and fees incurred for transportation/shipping of contractor's equipment to Port Louis, Mauritius, from any country, as required. Compliance of any 'statutory obligations' during the contract period shall be borne by the Contractor.
3	30	Section C 3.7 (iii)	The LD charges shall be levied as a sum equivalent to 2% (Two percent) of the contract value, for each week of delay or part thereof, at pro-rata basis (More than 6 Hours to be considered as Full Day and more than 3 days to be considered as Full Week), subject to a maximum of 10% of the total contract value.	We request the Employer to kindly revisit the clause as 6 hours to be considered full day and 3 days to be considered as full week, maybe reasonably modified	This clause is incorporated by taking context and facts the business relationship and thereon calculation of risk on account of delay if something goes wrong. Hence conditions remain as per tender terms.

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4	32	Section C 3.9	Arbitration Clause	<p>Employer is requested to kindly clarify jurisdiction of Arbitration and Conciliation Act 1996 as amended read along with The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act 2017 and The Territorial Waters, Continental Shelf, Exclusive Economic Zone and other Maritime Zones Act, 1976.</p> <p>The Employer is requested to clarify whether, the Central Government has issued, by notification, extend the jurisdiction of the Indian Courts beyond Territorial Waters.</p> <p>Employer to kindly include Sec 10 and 11 of Arbitration and Conciliation Act with panel of Arbitrators of any nationality as arbitrator.</p>	All relevant international and national laws will be respected. Arbitration conditions remain same as per Section C 3.9, page 32 of tender.
5	33	Section D 1	Milestone 1: 10% of the total contract value payment shall be payable upon acceptance of vessel with requisite facilities, Embarkation of NCPOR's personnel and departure to survey area and successful sea-trails, as duly certified by NCPOR's representative onboard within 15 days on submission of invoice.	Employer to kindly modify Milestone 1, the mobilization shall be paid upon completion of mobilization activity and upon berthing of the vessel.	Conditions remain as per tender terms.

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6	33	Section D 2	No advance payment shall be made by NCPOR.	Employer to kindly include the following;  Bidder may be allowed to draw interest free advance amount of maximum 10% of the total contract value against the BG. The advance paid shall be equally deducted in the Milestone 2, 3 and 4	Advance payments are not possible.
7	4	Section A	<p>9. Bid Bond/EMD from Scheduled Bank in India or Foreign Bank having branch in India INR 3,30,00,000/- (DD/FD/ Bank Guarantee (BG) as per GFR 170 pg. 49 etc.) OR US \$ 402,000 or EURO 370,000 in form of Bank Guarantee or Transfer to NCPOR account.</p> <p>12. Delivery cum Performance Bank Guarantee (PBG) by the successful bidder only from Scheduled Bank in India or Foreign Bank having branch in India a. Amount- 10% of contract value. The contract value to be taken as charges towards the scope of work including the vessel/facilities and all related costs.</p>	<p>Bid Bond and Performance Bank Guarantee levels appear high, and reduce the attractiveness of the tender compared to alternative opportunities in countries with no such requirements. Therefore, please consider a 50% reduction in both.</p>	Conditions remain unchanged. As per tender terms.

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8	13	Section B	Table-A: Details of locations proposed for undertaking surveys. The locations may be changed at the discretion of NCPOR due to the exploratory nature of the works.	Deviation from Scope: Contractor seeks assurance that any deviation from the outlined scope of work, such as changes in survey location, area size, pattern, or key sensors, will be communicated to the Contractor with sufficient notice. To facilitate adjustments and preparations, Contractor requests that any deviations be conveyed at least 48 hours before the scheduled mission execution via an agreed Variation Order (VO) form. Timely access to this information is crucial for accurate mission planning and execution.	There will be no deviation in scope. Any minor changes in locations will be discussed well in advance and will be subject to mutual agreement.
9	14	Section B	b. Additionally, SAS survey should be conducted at each location over a min. of 25 sq. km area with min. 5 cm resolution. The area of survey and mission plan will be decided based on the results from Multibeam survey	Contractor seeks clarification regarding the limitations of the SAS method and SAS sensor in relation to rough topography and the useful altitude range recommended for conducting the SAS survey and the consequences for survey coverage.  Contractor understands that the SAS survey should cover a minimum area of 25 sq. km at each location. However, in previous work, a pioneering survey using SAS in mid-	We acknowledge the technological limitations in rough terrain. Decisions will be made based on mutual discussions between NCPOR and contractor regarding the operational limitations and considering the safety of the vehicle.

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				<p>ocean ridge settings, Contractor has encountered equipment and method limitations with SAS when surveying areas with rough topography, where the seabed slope exceeds 20 degrees. At such slopes, particularly in areas with high topography roughness index, synthetic aperture sonar interferometry may produce inconsistent coverage due to complex terrain and inconsistent altitude as a response to rapidly changing terrain.</p> <p>Contractor recommends that 30 m is the maximum SAS survey altitude, and 20 m is the optimal altitude to achieve the required results (5cm resolution). These low altitudes warrant careful survey planning and limit areas with particularly high elevation gradients. Given these limitations, it is essential to clarify whether the seabed areas with slope angles exceeding 20 degrees and high topography variability are exempt from the SAS survey scope due to safety concerns,</p>	

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				and whether the potential effect on data SAS coverage consistency in such areas is acknowledged.	
10	14	Section B	2.4. c. Further, seabed imaging / photography should be conducted at approx. 5 m altitude on selected tracks based on MBES and/or SAS data (location and tracks to be decided onboard in consultation with NCPOR team).	<p>Contractor seeks clarification on the safety limitations of conducting low-altitude AUV surveys in rough terrain:</p> <p>The recommended nominal altitude for seabed imaging/photography for areas that meet safety requirements (slopes below 10 degrees) is 6-10 m depending on the seafloor morphology. (Note: when slopes exceed 10 degrees in areas with high topography roughness index, it is not recommended to fly AUV lower than 20 m).</p> <p>Contractor will prioritize and adhere to HSEQ (Health, Safety, Environment, and Quality) guidelines during the AUV operations. In addition to the HSEQ guidelines, Contractor will aim to conduct low-altitude surveys in individual areas, even in challenging terrain, as long as it can be done safely and within the recommended limits.</p>	It is acceptable

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				<p>If certain areas are deemed unsafe for low-altitude surveys, we will provide comprehensive documentation and justification for their exclusion from the survey scope. Please confirm if this is acceptable.</p>	
11	14	Section B	<p>2.5. The tasks listed above are indicative, but not limited to, primarily due to the nature of the exploratory work and the operations may also change according to the field situations and to optimize the survey to achieve objectives.</p>	<p>Contractor seeks clarification on the process for implementing changes to ensure smooth survey operations and effective communication. For better coordination, we kindly request confirmation of the following arrangements:</p> <p>1. Volume of Work: We kindly request confirmation that the volume of work is limited to the original 15 locations x 50 sq.km with 100% bathymetry coverage at 1m resolution, as stated in Tender document.</p> <p>2. Utilize the Variation Order (VO) form: Contractor proposes using a VO form to capture essential details about any proposed changes. This should include the nature of the change, reasons for the change, and an</p>	<p>1. Volume of work is limited to 15 locations x 50 km<sup>2</sup>. However, the work also includes the SAS survey and imaging as specified in tender Section B 2.4, page 14.</p> <p>2. There will be no variation in the quantum of work and therefore the question of additional payment will not arise.</p> <p>3. Any minor changes in the work plan will be discussed ahead of time and will be subject to mutual agreement.</p>

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				<p>impact analysis. Any work beyond the original Volume should be subject to additional payment.</p> <p>3. Consultation and Approval Process: To achieve optimal results and minimize the impact on the project schedule, Contractor recommends subjecting the VO to a consultation and approval process. Involving relevant stakeholders and obtaining their input will aid in making informed decisions.</p> <p>By adhering to these measures, Contractor aims to foster a collaborative environment and ensure that changes are managed efficiently while keeping all concerned parties well-informed.</p>	
12	17	Section B	<p>3.2. a. Ship-borne Instruments.</p> <p>1. Swath Bathymetric Multibeam Echosounder For collecting bathymetric data, if required.</p>	Please confirm that ship-borne MBES is an optional instrument.	Ship-borne MBES is not a mandatory equipment as per tender. However, if the contractor feels ship-borne MBES is necessary for the safe operation of the AUV, they may consider its deployment.

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13	22	Section B	5.7. The bidder undertakes to bear all costs and delays arising out of any breakdown, industrial action and any other contingency. If the bidder breaches any of its obligations under this clause, the bidder shall remedy, at its own cost, any defect, which includes any failure to meet the required standard(s), to NCPOR's satisfaction and within such time as may be specified by NCPOR.	Please clarify the meaning of 'industrial action' in this clause. Contractor assumes that this term is not meant to contradict force majeure terms, SECTION C 3.8, found on P.31.	It is not meant to contradict force majeure clause. Meaning of 'Industrial Action' in this clause is when worker refuse to work on account of strike or go slow etc. which causes delay in completion of the project on time or adversely affect the interest of the NCPOR in any form.
14	8	Section B	1.3 NCPOR representatives shall also be part of the onshore-based data processing at the CONTRACTOR's facility.	a) Please confirm if onshore processing can be carried out outside of India.  b) Please confirm if travel costs for NCPOR representatives to join data processing onshore at Contractor's facility outside of India will be covered by NCPOR.	a) Yes, onshore processing can be carried out outside of India.  b) Yes, travel costs for NCPOR representatives will be covered by NCPOR.
15	9	Section B	1.8. Time schedule:  a. The CONTRACTOR must ensure that the vessel, equipment and personnel are ready to commence the survey in the designated area between December, 2023 – February 2024. A written undertaking to this effect will be required before signing the Agreement.  b. The survey, data analysis, interpretation, and final report submission must be	Contractor's understanding is that the survey should commence between 01-Dec-2023 and 29-Feb-2024, and final report delivery 110 days after the survey start. The Compliance Statement, P.38, states 'Mobilization of the vessel from Port, between December 2023 and February 2024 for surveys'.  Please clarify if the start date is from	The contractor must complete the survey and submit the final report within 110 days from the date of start of survey.  The time period for start of survey (Dec-Feb) is chosen to coincide with the fair-weather window in the survey area.  Flexibility of dates to start the survey to the effect of 3 months is provided (Dec-Feb)

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			completed within a duration of 110 days.	mobilization at the port or vessel in the survey area. Also please clarify any flexibility in these dates, flexibility in the duration of the survey window, and the reasons for choosing these dates.	
16	14	Section B	2.4. a. For each location mentioned in the above table, an area of approx. 50 sq. km. should be surveyed with multibeam bathymetry (100 % coverage with at least 1m resolution) along with sensors such as CTD, SBP, magnetic, electrical (SP/ISP), and other environmental sensors.	Please clarify what sounding density (soundings/sq.m) is acceptable to fulfil the requirement for the final grid resolution of 1m.	Min. 3 soundings /sq.m, as per IHO standards.
17	32	Section C	The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 of India in an arbitration court in India or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.	Please confirm if UK law is acceptable for arbitration.	UK law is not acceptable.

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18	33	Section D	<p>4. Milestone-4</p> <p>15% of the total contract value payment shall be payable after the completion of additional FIVE (5) i.e., total 15 survey locations completion duly certified by NCPOR's representative onboard and on submission of raw datasets and preliminary reports etc. and acceptance of NCPOR, within 15 days on submission of invoice.</p> <p>5. Milestone-5</p> <p>Milestone 5A: 10% of the total contract value payment shall be payable after disembarkation and on submission of raw, processed datasets, preliminary interpretation reports and maps etc. and acceptance of NCPOR, within 15 days on submission of invoice.</p> <p>Milestone 5B: 15% of the total contract value payment shall be payable on submission of final Interpretation reports /maps etc. and acceptance of NCPOR, within 15 days on submission of invoice.</p>	<p>Contractor suggests 20% of the contract value to be paid after the completion of 15 survey locations (Milestone 4), and 10% after the delivery of final results (Milestone 5b).</p>	<p>Conditions remain as per tender terms.</p>

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19	34	Section D	8. While making the payment all bank charges within India shall be borne by NCPOR and outside of India to the bidder account.	<p>In case of a foreign bidder, please confirm if any withholding tax (WHT) will be deducted from the payments made to Contractor.</p> <p>If yes, NCPOR please confirm the amount/percentage of WHT that will be deducted by NCPOR.</p> <p>In case of foreign bidder, please confirm if GST shall not be applicable and if the bidder should submit the price bid excluding GST.</p>	<p>No WHT will be deducted in case of a foreign bidder.</p> <p>GST is not applicable for foreign bidders. The price bid can be submitted without GST in case of foreign bidders.</p>
20	36	Annexure II	<p>ANNEXURE – II</p> <p>(TO BE SUBMITTED WITH TECHNO COMMERCIAL BID – COVER-I)</p> <p>COMPLIANCE STATEMENT I/We understand that the bid which does not fulfil any of the following criteria shall be rejected.</p>	Please clarify the process for Contractor to submit exceptions and suggest alternatives to the compliance clauses in this section.	Exceptions and alternatives were already discussed in the pre-bid meeting. No further exceptions and deviations will be accepted.
21	78	MODEL AGREEMENT: 29A	“Contractor shall arrange NCPOR’s “Liability on Hull insurance”	Contractor will provide Hull and P&I insurance for the vessel, however we request for more clarity on the additional insurance requirements on behalf of NCPOR. Such as, is it the intention of NCPOR to purchase their own insurance for personnel, equipment and	The terms in clause 29 page 78, have been modified for clarity. Please see corrigendum.

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				<p>materials (ref. item 21 page 88)? If this is the case, then please clarify whether the Contractor is required to arrange the following:</p> <p>Liability on Hull Insurance: Per our understanding, this is a combined charterers P&amp;I and Damage to Hull insurance cover. The charterers liability cover is possible to arrange but it is unusual that Contractor is requested to arrange such cover on behalf of charterer and furthermore without any description of limits and extent of cover.</p> <p>Accident insurance for NCPOR personnel value USD 50,000/- each.</p>	
22	65	MODEL AGREEMENT: 6	“The CONTRACTOR to provide and pay for all provisions and wages, for insurance of the Vessel and personnel”	Contractor raised potential for misunderstanding regarding the reference to ‘personnel’. Contractor suggests that this term is relevant to Contractor personnel, assets and equipment only and is defined as such in the Model Agreement.	In this clause, it is meant as the personnel associated with the contractor.

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				Please confirm if this is acceptable.	
23	4	NIT	<p>12. Delivery cum Performance Bank Guarantee (PBG) by the successful bidder only from Scheduled Bank in India or Foreign Bank having branch in India</p> <p>a. Amount- 10% of contract value.</p> <p>The contract value to be taken as charges towards the scope of work including the vessel/ facilities and all related costs.</p>	<p>Since this is a Contract of a Large Value, 10% Performance Bank Guarantee (PBG) will be substantial amount of funds, which will have to be blocked separately by the Contractor, without being able to use these funds for project operations. This will seriously impact the project's financial cash flows.</p> <p>Therefore, we kindly request NCPOR to revise the PBG to 5% of the Contract Value, which will still be a sizable amount being blocked and retained by NCPOR throughout the course of the project. However, it will provide at least some cash flow relief to the contractor and allow these funds to be used for project operations.</p>	Conditions remain as per tender terms.
24	33	TENDER NOTICE point 12, P. 4	<p>Follow up to clarification raised in pre-bid meeting – Requesting payment milestone upon contract signing to help with cash flow.</p>	<p>In order to help with the cash flows for this project, we request NCPOR to kindly consider advance payment of 15% - 20% post contract signing against an Advance Bank Guarantee (ABG) issued by the Contractor, which will</p>	Conditions remain as per tender terms.

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				<p>be in addition to the PBG. These funds will help cash flows and ensure quick and smooth mobilizations immediately post contract award.</p>	
25	13	Section B; Table A	<p>Table-A: Details of locations proposed for undertaking surveys. The locations may be changed at the discretion of NCPOR due to the exploratory nature of the works.</p>	<p>Since the price being requested by NCPOR is on a fixed lumpsum basis (and not on a Per Day Rate or a Per Line Km rate), it will be extremely difficult to accommodate any change in the scope / locations post bid submission, as any change may have an impact on the quoted price. If the prices were being quoted on Unit Rate basis, i.e. on a Per Day or a Per Line Km basis, then any increase / decrease / change could have been accommodated, in line with the quoted unit pricing. However, as the price bid format specifically requests for a lumpsum fixed price, any change in scope / locations is very difficult to accommodate post bid submission, since the quoted price shall be computed only based on the present scope mentioned in the tender.</p> <p>Therefore, we request NCPOR to kindly</p>	<p>There will be NO change in the volume of work or the scope (no. of locations, type of survey). Due to the exploratory nature of the survey, in some cases, the survey location(s) may undergo minor changes. However, these changes will not amount to change in scope and will be implemented only after prior discussion and mutual agreement between NCPOR and the contractor.</p>

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				confirm that there will be NO change in the locations / scope of work post bid submission. Else, if extremely necessary, any changes in scope / locations post bid submission may only be done by <u>Mutual Agreement of both parties</u> , NCPOR and Contractor, which may include a price implication depending on the change requested.	
26	3	NIT Clause 3	Work commencement period: Between December 2023 and February 2024	Kindly clarify, would there any flexibility provided on the work commencement period as this depends on availability of resources.	These dates are chosen to coincide with fair weather window in the survey area. Flexibility of dates to the effect of 3 months is provided (Dec-Feb)
27	16	Section B 3.h	The offered vessel should have fully air-conditioned accommodation with W/C and bath facility for a minimum of 12 NCPOR personnel, exclusively besides the requirement of vessel crew and officers.	Kindly clarify would there any flexibility provided on the number of NCPOR personnel participation in case of using lean crew/uncrewed ships for the survey campaign.	Uncrewed ships are not acceptable for this campaign.
28	4	EMD/Bid Bond	INR 3,30,00,000/- (DD/FD/ Bank Guarantee (BG) as per GFR 170 pg. 49 etc.) OR US \$ 402,000 or EURO 370,000 in form of Bank Guarantee or Transfer to NCPOR account.	Because of the high value of the tender, we request that NCPOR consider 50% of the EMD value	Conditions remain as per tender terms.

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29	4	PBG	Acceptance for submission of Delivery cum Performance Bank Guarantee for the execution of the contract for a sum amount of 10% of total project cost, in case of award of contract to the successful bidder.	Being high value contract, we request NCPOR to consider 5% of total project cost	Conditions remain as per tender terms.
30	33	Payment	Milestone (1 to 5)	<p>We request NCPOR to revisit the payment terms as below</p> <p>Milestone 1 – 10% of the total contract value upon signing of contract</p> <p>Milestone 2 – 15% of the total contract value upon confirmation of readiness; before mobilization of ship, crew members and AUV</p> <p>Milestone 3 – 25% of the total contract value after completion of first FIVE (5) survey locations</p> <p>Milestone 4 – 25% of the total contract value after completion of first FIVE (5) survey locations</p> <p>Milestone 5 – 15% the total contract value after completion of first FIVE (5) survey locations</p> <p>Milestone 6 – 10% on submission of report</p>	Conditions remain as per tender terms.

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31	52	TDS	Applicability of TDS	Since the services are not rendered in India, we believe there is no applicability of TDS for the company offering services from outside India	Correct. TDS is not applicable for foreign companies.
32	3	Work commencement period	Between December, 2023 and February 2024	Will this timeline reflected in tender is fixed and firm; or NCPOR can provide flexibility depending on the vessel and AUV availability.	These dates are chosen to coincide with fair weather window in the survey area. Flexibility of dates to the effect of 3 months is provided (Dec-Feb)
33	4	Last date /time & place for submitting bid	28th August, 2023 at 1700 IST at NCPOR, Headland Sada, Vasco-Da-Gama, Goa-403 804 INDIA	As this tender requires lots of work and coordination, request additional 4 weeks for submitting bid proposal	One week extension will be provided at this stage.
34	4	Bid validity	Unconditional validity of bid for 120 days from the last date of submission of the bid.	According to Mobilization timeline mentioned (Dec 2023); bid validity requirement specified in NCPOR tender (120 days) looks contradictory	Bid validity is modified to 90 days. Please see corrigendum.
35	12	AUV	AUV	We believe NCPOR expect the bidder to offer proposal basis of leasing 1x AUV and ship as per NCPOR tender requirement - please confirm	Yes, min. 1 AUV is required. However, the contractor may decide on actual number of AUVs to be deployed for optimizing the survey time.
36	17	Section B 3.2(b)		The requirement is for how many number of AUV's on the mother vessel?	Yes, min. 1 AUV is required. However, the contractor may decide on actual number of AUVs to be deployed for optimizing the survey time.

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37	9	Section A 1.8(a)		Is it possible to start work in Jan'24 and end in stipulated time due to holidays in Dec'23 in Europe	It is possible to start work in between the stipulated period
38	10	Section A 3.3	The bidder shall have experience in executing deep-sea (>3000m water depth) surveys for the exploration of mineral resources utilizing AUV(s) during the last TEN (10) years	Will companies with experience in deep water surveys be considered for bidding or only those with mineral exploration surveys be considered.	Only bidders with experience in deep sea mineral exploration will be considered. As per tender term 3.3, page.10.
39	10	Section A 3.3		Will experience of consortium be considered for qualification	The bidder must have experience as specified in the tender 3.3 and 3.4, page10.
40	10	Clause 3.2	The bidder's average turnover during any three of the last five financial years, with the last financial year ending on 31st March 2023, should be at least INR 16 Crores or USD 2 million. The turnover for any one year must be at least INR 25 Crores or USD 3 million.	Request to consider the turnover for any one year to be at least INR 22.5 Crore instead of Rs 25 Cr. Our average annual turnover is above Rs 16 Cr or USD 2 million in last 3 financial years	The qualifying criteria is based on 'Vendor Neutrality Policy' as per Integrity Pact so that equal opportunities are given to all bidders, hence there is no possibility to modify the same on request of any prospective bidder. Conditions remain as per tender terms.
41				Request to allow Joint Venture / Consortium of members for this project	As per the tender conditions.
42	10	Clause 3.3	3.3. The bidder shall have experience in executing deep-sea (>3000m water depth) surveys for the exploration of mineral resources utilizing AUV(s) during the last TEN (10) years.  3.4. The survey experience should include:	While we understand and appreciate the provision for engaging technical partners for specialized surveys, we would like to request that the tender allow companies with their own vessel and financial capabilities to be permitted to	As per the tender conditions.

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			<p>- Multibeam bathymetry - Side-scan surveys - Seafloor imagery - Magnetic surveys</p> <p>- Electrical potential (SP/iSP)</p> <p>Considering the specialized nature of electrical potential(SP/iSP) survey, the bidder may engage a technical partner with experience in acquisition, processing, and interpretation of the SP/iSP data, in the event that the bidder on his own does not have the experience in this type of survey. Thus, the experience of the associated technical partner will be deemed to satisfy the survey experience in SP/iSP surveys.</p>	<p>have a technical partner with experience in executing deep-sea (&gt;3000m water depth) surveys for the exploration of mineral resources utilizing AUV(s).</p> <p>Moreover, we also seek clarity on whether joint ventures or consortia of companies with complementary expertise in deep-sea surveying would be allowed to participate in this tender. This would enable collaboration between entities, pooling their resources and expertise to deliver a comprehensive solution for the project.</p>	