



TENDER DOCUMENT

FOR

**Procurement of Services for Operation, Maintenance and Management of
Oceanographic Research Vessel Sindhu Sadhana**

CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004
GOA - INDIA



CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004GOA - INDIA
Tel #: 00 91 8322450230 / 593
Email: spo.nio@csir.res.in Website: www.nio.res.in

Invitation for Bids / Notice Inviting Tender

Date: 29th October 2025

CSIR- National Institute of Oceanography (CSIR-NIO), Goa is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). CSIR-NIO is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in Oceanographic research. The Director, CSIR-NIO would like to procure the following **Services** for its **Oceanographic Research vessel Sindhu Sadhana**. The Scope of Services and allied requirements are given in **Chapter 4** appended herewith.

Sr. No.	Tender No.	Brief Description of Services	Type of Bid	Mode of Procurement
1	NIO/OMM/Sadhana/2025	Procurement of Services for Operation, Maintenance and Management of Oceanographic Research Vessel Sindhu Sadhana.	Two bid	Domestic Open Tender

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-Website, www.nio.res.in. The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. **The contract period is for 03 years, subject to renewal every year based on satisfactory performance of the Operator. The owner may extend the contract for another 06 months at the same contract terms & conditions of the last operational year.**
2. The address for submission of Integrity Pact and for obtaining further information:
STORES & PURCHASE OFFICER
CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004, GOA - INDIA
Tel #: 00 91 832 2450 230 / 593
Email: spo.nio@csir.res.in
3. The prospective bidders should adhere to deadlines specified below / Tender Details Screen corresponding to this Tender on E-Tender portal- <https://etenders.gov.in>

Sr. No.	Activity	Schedule / Deadline
i	Submission of request by email to spo.nio@csir.res.in & santosh.p@csir.res.in for inspection of Research Vessel to obtain permission from Port authorities at Mauritius.	04th November 2025 up to 4 pm

ii	Inspection of Research Vessel at Port Luis, Mauritius.	06 th November 2025 from 11 am to 4 pm
iii	Submission of queries for Pre-bid conference through CPP Portal	10 th November 2025 up to 5 pm
iv	Date and time of Pre-bid Conference	14 th November 2025 at 11 am
v	Venue of Pre-bid Conference	CSIR-NIO, Goa

4. A **Pre-bid Conference** shall be held as per schedule mentioned in Tender Details Screen. All prospective bidders are requested to kindly submit their **queries through CPPP website** before date and time specified on pre-page.

5. Bid Security/Earnest Money Deposit

(i)	The amount of bid security/EMD shall be In case of Indigenous Bidder: Rs. 1 Crore.
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6. Integrity Pact

(i)	Integrity pact is applicable to this procurement process.
(ii)	The original Integrity Pact (as per format given in Chapter-8: Annexure- J) is to be signed by prospective bidder and it must be delivered to address mentioned in Sr.No.2 above on or before bid submission deadline as mentioned in “Date Sheet” failing which the bid shall be summarily rejected. For further details, refer Clause No. 1.44 of Tender document.
(iii)	A copy of Integrity pact signed by bidder is to be submitted online as part of Technical bid.

7. As per Procurement policy of Government of India

- The purchaser intends to give purchase preference to local suppliers in case the cost of procurement is above Rs. 5 lakh (as specified in **Clause- 1.30.3 and Chapter-9: Part-A** of Tender Document)
- The purchaser intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises (as specified in **Clause- 1.30.3 and Chapter-9: Part-B** of Tender Document).

8. Preference to Make in India

As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce, Class-I and Class-II Local suppliers are eligible to bid (as specified in **Clause-1.30.3 and Chapter-9: Part-A** of Tender Document).

9. The Director, CSIR-National Institute of Oceanography(CSIR-NIO), Goa reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

CONTENTS OF TENDER / BIDDING DOCUMENT

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LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BOQ	BILL OF QUANTITY
BS	BID SECURITY
CSIR	COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
CPPP	CENTRAL PUBLIC PROCUREMENT PORTAL
CVC	CENTRAL VIGILANCE COMMISSION
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
GST	GOODS & SERVICES TAX
IEMs	INDEPENDENT EXTERNAL MONITORS
IP	INTEGRITY PACT
IPC	INDIAN PENAL CODE
IST	INDIAN STANDARD TIME
ITB	INSTRUCTIONS TO BIDDERS
JS (A)	JOINT SECRETARY (ADMINISTRATION)
LD	LIQUIDATED DAMAGES
CSIR-NIO	CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
PBG	PERFORMANCE BANK GUARANTEE
PMS	PLANNED MAINTENANCE SYSTEM
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT

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A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract. Instructions applicable for import of goods (Global Tender Enquiry) need not be applicable for Domestic tender enquiry and those may be ignored.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all Indian domestic service providers for **Operation, Maintenance & Management of Oceanographic Research Vessel Sindhu Sadhana**.
- 1.1.2. Only local suppliers shall be eligible to participate in tender if there is sufficient local capacity and local competition and also the estimated value of procurement of tendered goods is above Rs.5 lakh and up to Rs.50 lakh. Refer Clause- **1.30.3** for further details.
- 1.1.3. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.4. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services only if the bidder is registered with the Competent Authority as specified in **Ministry of Finance (Gol) Order No. 6/18/2019 – PPD dated 23rd July 2020**.
- 1.1.5. The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.
- 1.1.6. Bidders who fulfil the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity for Public Procurement

- 1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive practice	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

1.3.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.3.3. The bidders/suppliers/service providers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Chapter-8: Annexure-I along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action by Competition Commission of India, and so on.

1.3.4. **Obligations for Proactive disclosures**

a) The Purchaser as well as bidders, suppliers, service providers, contractors and consultants are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.

- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.5. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- a) If his bids are under consideration in any procurement:
 - i. Forfeiture or encashment of bid security;
 - ii. Calling off of any pre-contract negotiations; and
 - iii. Rejection and exclusion of the bidder from the procurement process.
- b) If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
 - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- c) Provisions in addition to above:
 - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be **downloaded Free of Cost** from CPPP Website <https://etenders.gov.in>

1.5 Content of Bidding Documents

- 1.5.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into **Nine Chapters**.
- 1.5.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of bidding documents

1.6.1. In case when there is NO PRE-BID CONFERENCE

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through the CPPP website <https://etenders.gov.in> OR at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing through the CPP Portal OR through e-mail to any request for clarification, provided that such request is received not later than seven (07) days prior to the due date for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 1.7 relating to amendment of bidding documents and Clause 1.19 relating to Due date for Submission of Bids. The amendments issued would be hosted on the CPPP website <https://etenders.gov.in> of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.6.2. In case when there is PRE-BID CONFERENCE

- a) A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through CPPP website <https://etenders.gov.in>. The Purchaser will respond in writing through the CPP Portal to any request for clarification, provided that such request is received within **period of clarification specified on CPPP** which would be deliberated as per **Clause 1.6.2 (b)** below. No request for clarification or query shall be entertained after the **period of clarification specified on CPPP** is over. If the Purchaser deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 1.7 relating to amendment of Bidding Documents and Clause 1.19 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPPP website <https://etenders.gov.in> of the Purchaser for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held at venue and schedule specified in Tender Detail Screen / NIT. All prospective bidders are requested to kindly attend the Pre-bid Conference. A prospective Bidder requiring any clarification of the Bidding Documents shall **submit queries through CPPP website <https://etenders.gov.in>**. Queries would be clarified during the pre-bid conference. The queries and clarifications would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CPPP website <https://etenders.gov.in> for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP website <https://etenders.gov.in> after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the Tender document.

1.7 Amendment to Bidding Documents

- 1.7.1. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2. All prospective bidders who have down loaded the Tender Document should surf CPPP website <https://etenders.gov.in> from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP website <https://etenders.gov.in>. All prospective bidders are expected to surf the CPPP website <https://etenders.gov.in> before formulating and submitting their bids to take cognizance of the amendments.

- 1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP website <https://etenders.gov.in> of the purchaser.

C. Preparation of bids

1.8 Language of Bid

- 1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under RajbhashaAbhiyan, in that case views of Rajbhasha unit of CSIR may be sought.
- 1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9 Documents Comprising the E-Bid

- 1.9.1 The E-bid shall comprise of the documents as per the requirement of the Tender Document. The documents specified in **Chapter-8: Annexure-F** should be scanned and **uploaded in PDF format in proper sequence as per List of documents of respective covers**. The scanned documents uploaded as part of bid should be scanned in high resolution for better readability.

1.9.2 Documents comprising Single Bid

All the documents (**as applicable**) specified in **Chapter-8: Annexure-F** should be submitted in Single E-Bid along with BOQ- Price bid.

1.9.3 Documents comprising Two Bid (Technical Bid & Price Bid)

Technical bid should comprise documents (**as applicable**) specified in **Chapter-8: Annexure-F**. **Price Bid** should comprise of BOQ.

1.10 Bill of Quantity (BOQ)- Price bid

Bidders should necessarily submit their price bids in the format provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective price quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid is liable to be rejected.

1.11 Bid Prices

- 1.11.1. The bidder shall fill up the Bill of Quantity (BOQ) which is price bid. The BOQ should be filled up carefully as it will be used for evaluation of price bid. The contract will be awarded to L1 bidder as per weightages & valuation of TECHNICAL and PRICE BIDS subject to fulfilment of other terms and conditions of tender and also the Price preference policy of Government of India as specified in Clauses **1.30.3** and **1.30.4** of the Tender document.
- 1.11.2. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.11.3. All lots and items must be listed in Unpriced bid and priced separately as per BOQ. If Unpriced bid shows items listed but not priced in BOQ, their prices shall be assumed to be included in the prices

of other items. Lots or items not listed in Unpriced bid shall be assumed to be not included in the bid.

1.11.4. The CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @5.15% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

1.11.5. CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST is **not applicable** for the goods or services purchased.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

1.12 Bid Currencies

Prices shall be quoted in Indian Rupees i.e. domestic tenderers are to quote and accept their payment in Indian currency.

1.13 Documents Establishing Bidder's Eligibility and qualifications

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification (as specified in Chapter-5) to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidders' qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that:

(a)	The bidder meets the qualification criteria listed in bidding documents, if any.
(b)	Bidder who doesn't manufacture the goods / services it offers to supply / provide shall submit Manufacturers' Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the goods.
(c)	In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3. Conditional tenders / offers shall **not** be accepted. Alternate offers/makes/models will **not** be considered.

1.14 Documents Establishing Goods' /Services Eligibility and Conformity to Bidding Documents

1.14.1. To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.14.2. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

(a)	A detailed description of the essential technical and performance characteristics of the goods / services;
(b)	A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods/assets during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid ; and
(c)	An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- 1.14.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Insurance Surety Bonds / account payee demand draft / fixed deposit receipt / banker's cheque or Bank Guarantee (including e-Bank Guarantee) on any Scheduled / Nationalized Bank in favour of the Director, National Institute of Oceanography, Goa, payable at Goa.
- 1.15.2. E-Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in any other form other than mentioned above as per format given in Chapter-8: **Annexure A**. No interest is payable on BS/EMD.
- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.15.4. The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank / Foreign Bank operating in India in the form provided in the bidding documents and valid for 90 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank; OR
(b)	A Banker's cheque or demand draft in favour of the Purchaser issued by any Nationalised / Scheduled Indian bank.

- 1.15.5. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.15.11** are invoked.
- 1.15.6. The bid security should be **submitted in its original form to the address:**
STORES & PURCHASE OFFICER
CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004

Scanned Copy of Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Insurance Surety Bonds / account payee demand draft / fixed deposit receipt / banker's cheque or Bank Guarantee (including e-Bank Guarantee) towards bid security should be **uploaded along with the E-bid**. Envelop enclosing EMD should be Super scribed with Tender number and specifying EMD on the envelop.

- 1.15.7. Bid security / EMD is the mandatory requirement however the MSMEs registered with agencies /bodies mentioned below are **exempted from payment of Earnest Money Deposit (EMD) & tender fees**.

As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSMEs must be registered with any of the following in order to avail the EMD and Tender fee exemption:

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME (MoMSM)
- h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

The tender fee and EMD exemption is **applicable to MSMEs subject to fulfilling conditions given in Chapter-9 Part-B: Point-9.**

- 1.15.8. The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10. The receipt of Bid security before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security is not received within stipulated time.
- 1.15.11. The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; OR
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

- 1.15.12. Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

- 1.15.13. The bidder who seeks exemption (if applicable) for EMD should submit **Bid Securing Declaration as per format specified in Chapter-8: Annexure- D.**

1.16 Period of Validity of Bids

- 1.16.1. Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17 Format and Signing of Bid

- 1.17.1. The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT.
- 1.17.2. In case the bids are invited on single bid basis, then the Bidder shall submit E-bid comprising all documents listed under Clause- 1.9 relating to documents comprising the bid.
- 1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit E-bid in two separate parts. First part shall contain Technical bid comprising all documents listed under Clause- 1.9 relating to Documents Comprising the Bid. The second part shall contain the Price-Bid as the form of BOQ.
- 1.17.4. The scanned copies of the E-bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.17.5. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission of E-Bids

1.18 Submission of E-Bids

- 1.18.1 Bids shall be submitted online only at CPPP website <https://etenders.gov.in> Manual/ Offline bids shall not be accepted under any circumstances.
- 1.18.2 The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- 1.18.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the

Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

- 1.18.4 Bidders are advised to go through “**Bidder Manual Kit**”, “**System Settings**”&“**FAQ**” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- 1.18.5 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.18.6 Intending bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till closing date of submission of bid, for any corrigendum.
- 1.18.7 The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee / Demand Draft drawn in favour of “The Director, National Institute of Oceanography, Goa.”. The original Bid Security/EMD must be delivered at address mentioned in Sr.No.2 of NIT till bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.
- 1.18.8 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

1.19 Due date for Submission of E-Bids

- 1.19.1. EMD/BS must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- 1.19.2. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- 1.19.3 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

1.20 Late Submission of EMD

- 1.20.1. Any bid security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.
- 1.20.2. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

1.21 Withdrawal, substitution and Modification of Bids

- 1.21.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- 1.21.2 The bidder is **not allowed** to modify or withdraw bid after deadline for submission of bids.

E. Opening and Evaluation of E-Bids

1.22 Opening of E-Bids by the Purchaser

- 1.22.1 The E-bids shall be opened online by authorised officials of the Purchaser as per schedule given in Date Sheet. In case of two bid tender, the price bid of only those bidders who qualified in technical evaluation, shall be opened.
- 1.22.2 In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- 1.22.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-NIO will not be responsible for the same.
- 1.22.4 On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

1.23 Confidentiality

- 1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.
- 1.23.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25 Preliminary Examination

- 1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.25.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

i	The Bidder is not eligible
ii	The Bid validity is shorter than the required period
iii	The Bidder has quoted for goods manufactured /Services provided by a different firm without the required authority letter from the proposed manufacturer / service provider
iv	Bidder has not agreed to give the required performance security
v	The goods / services quoted are sub-standard, not meeting the required specification
vi	Against the Requirement (Scope of supply / services) the bidder has not quoted for the entire requirement as specified in Chapter 3
vii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

- (b) BOQ (Price Bid) of the technically qualified bidders shall be liable to rejection if any condition is added in BOQ which contradicts the technical bid/unpriced bid.

1.26 Responsiveness of Bids

- 1.26.1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.26.2. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 1.26.4. If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.27 Non-Conformity, Error and Omission

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.27.3. Provided that the Bid is substantially responsive, the bid shall be evaluated as per BOQ.

- 1.27.4. Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28 Examination of Terms & Conditions- Technical Evaluation

- 1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.28.2. The Purchaser shall examine the Bid to confirm that Eligibility and Qualification criteria as specified in Chapter-5 is fulfilled by the bidder.
- 1.28.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause- 1.14**, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.
- 1.28.4. If after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.
- 1.28.5. Any bidder seeking benefit/preference under MSME / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit / preference / concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given / considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document / certificate.

1.29 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the **date of opening of the Technical Bids** in case of two-bid. For this purpose, Bill currency selling exchange rate notified in **www.xe.com** or **www.rbi.org.in** or any other website would be used by the purchaser.

1.30 Evaluation and comparison of bids

- 1.30.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.30.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.

1.30.3. **Price preference**

Price preference to **Local suppliers** as per Make in India procurement policy of Govt. of India and **MSMEs** shall be given as per provisions and methodology specified in **Chapter-9**.

1.31 **Comparison of Bids**

The Purchaser shall compare all substantially responsive bids to determine the lowest bid (L1), in accordance with **ITB Clause 1.30** and Technical & Price bid evaluation as per criteria laid down in Chapter-5.

1.32 **Contacting the Purchaser**

1.32.1. Subject to **ITB Clause 1.24**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.32.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33 **Post qualification**

1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.

1.33.2. The determination will take into account the Eligibility & Qualification criteria listed in the Chapter-5 of Tender document and it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.33.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.34 **Negotiations**

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

1.35 **Award Criteria**

Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://etenders.gov.in> & CSIR-NIO Website www.nio.res.in .

1.36 **Purchaser's right to vary scope of services at Time of Award or later**

In case of **services**, the scope of services or any subsequent work required to be carried out to make the equipment/system fully and efficiently operational, the additional work shall be carried

out only after approval from the Purchaser for the additional services/work and relevant amendment to the contract. Additional work apart from Scope of services that may be required to be carried out should **not exceed 25 % of contract value under any circumstances**.

1.37 Purchaser's right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.38 Notification of Award

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

1.39 Signing of Contract

- 1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Letter of award of contract (Chapter-7B) along with Purchase Order.
- 1.39.2. Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter- 7A by inclusion of GCC and SCC.

1.40 Order Acceptance

- 1.40.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.
- 1.40.2. The order confirmation should be received within 15 days from the date of notification of award. However, CSIR-NIO has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

1.41 Performance Security

Within 21 days of receipt of the notification of award / Purchase Order as per the **GCC Clause 2.12**, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days beyond the fulfilment of all contractual obligations including warranty.

1.42 Assistance to Bidders:

- 1.42.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 1.42.2 Any **queries relating to the process of online bid submission** or queries relating to CPP Portal in general may be directed to the **24x7 CPP Portal Helpdesk**.

1.43 Bidder's right to question rejection

A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- 1.43.1 Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
- 1.43.2 In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid.
- 1.43.3 In case technical bid has been evaluated before the opening of the Price bid, an application for review in relation to the Price bid may be filed only by a bidder whose technical bid is found to be acceptable.
- 1.43.4 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- 1.43.5 Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.44 Integrity Pact

- 1.44.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

- 1.44.2 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available.
 - ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860.
 - iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
 - iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
 - v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
 - vi) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
 - vii) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
 - viii) Integrity Pact lays down the punitive actions for any violation.
- 1.44.3 Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.
- 1.44.4 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.
- 1.44.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.
- 1.44.6 The names and contact details of the Independent External Monitors (IEM) in the event of the need of IP is as detailed in the SCC.
- 1.44.7 The modal format of Integrity Pact is given in **Chapter-8: Annexure-J**.

CHAPTER 2: CONDITIONS OF CONTRACT

A) GENERAL CONDITIONS OF CONTRACT

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The General Conditions of Contract shall form the part of Purchase Order / Contract.

Chapter-2: Part-A: GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 DEFINITIONS

The following words and expressions shall have the meanings hereby assigned to them:

Sr. No.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between CSIR-NIO, Goa and the Contractor / Operator, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto
(c)	Contract Price	The price payable to the Contractor / Operator as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract
(d)	Complete Management	Deployment of navigation & engine side officers and crew for total operation and maintenance of deck and engine room machinery as well as general upkeep of vessel in totality including housekeeping, catering on board and shore services. of the Oceanographic Research Vessel Sindhu Sadhana . The detail work scope is given in Chapter-3 of the Tender document
(e)	The Owner	CSIR – National Institute of Oceanography (CSIR-NIO in short), Dona Paula Goa -403 004, a constituent laboratory of the Council of Scientific & Industrial Research (CSIR) New Delhi, a Society registered under the societies Registration Act 1860. Its expression shall mean and include its successors and assignees and its authorized officers.
(f)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
(g)	The Contractor or Operator	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract for ‘Complete Management’ of Research Vessel has been accepted by CSIR-NIO and is named as such in the Contract Agreement. Its expression shall mean and include its successors and assignees and its authorized officer.
(h)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the contract is assigned by the contractor for execution, as per provisions of the Contract.
(i)	Day	A calendar day of twenty-four (24) hours consecutive hours beginning at 00.00 hours (midnight) following with reference to local time at the site /

		location of Research Vessel.
(j)	Headings	The headings in this Agreement are inserted for the sake of convenience only and expressions and clauses in the paragraphs shall prevail over the heading in case of any dispute in construing this Agreement.
(k)	Singular/ plural words	Save where the context otherwise requires words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include masculine or feminine gender.

2.2 CONTRACT DOCUMENTS

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Successful bidder has to enter into Contract Agreement within 14 days of placement of Purchase Order.

2.3 FRAUD, CORRUPTION AND CODE OF INTEGRITY

- A) CSIR-NIO requires that bidders, Contractor / Operators, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- (a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

- (b) CSIR-NIO will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- B) Without prejudice to and in addition to the rights of CSIR-NIO to other penal provisions as per the bid documents or contract, if CSIR-NIO comes to a conclusion that a (prospective) bidder / contractor / operator, directly or through an agent, has violated this code of integrity in competing

for the contract or in executing a contract, CSIR-NIO may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by CSIR-NIO;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by CSIR-NIO along with interest thereon at the prevailing rate.
- d) Provisions in addition to above:
 - i) Removal from the list of registered Contractor / Operators and banning/debarment of the bidder from participation in future procurements of CSIR-NIO for a period not less than one year
 - ii) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India
 - iii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 JOINT VENTURE, CONSORTIUM OR ASSOCIATION

If the Contractor / Operator is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to CSIR-NIO for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of CSIR-NIO.

2.5 AMALGAMATION/ACQUISITION

- i) In the event the Contractor / Operator proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of all contractual obligations.
- ii) This contract shall be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns.

2.6 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.7 USE OF CONTRACT DOCUMENTS AND INFORMATION

- i) The Contractor / operator shall not, without CSIR-NIO's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of CSIR-NIO in connection therewith, to any person other than a person employed by the Contractor / operator in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- ii) The Contractor / operator shall not, without CSIR-NIO's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

- iii) Any document, other than the Contract itself, enumerated above shall remain the property of CSIR-NIO and shall be returned (in all copies) to CSIR-NIO on completion of the Contractor / Operator's / Service 's performance under the Contract if so required by CSIR-NIO.

2.8 SCOPE OF SERVICES

Research Vessel is required to operate anywhere in offshore area of India and International waters, as and when required, to safe water depths, and undertake voyages as required to proceed to such area and operation as directed by the owner. Besides Goa, the Research Vessel may be stationed at any other Indian port or foreign port for any period within the currency of the Agreement adhering to the cruise plan projected for the vessel by the owner. The operator/contractor shall be responsible for total management of the Research Vessel as per detailed scope given in **Chapter-4**. The technical specifications of Research Vessel, List of Scientific equipment / machinery and List of stores inventory onboard is given in **Chapter-3** of Tender Document.

2.9 PERSONNEL INDEMNITY

- i) The Contractor shall indemnify CSIR-NIO against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the Contractor's work or for dues of any kind whatsoever, and CSIR-NIO shall not be bound to defend any claim brought under the Workmen's compensation Act, 1923 or Payment of Wages ACT 1936, OR any other statutory Act or Law in force from time to time and applicable to the said work unless the Contractor first deposit with CSIR-NIO a sum sufficient to cover any liability which Purchaser may have to incur in relation to such proceedings.
- ii) The Contractor agrees to protect and hold CSIR-NIO 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 Contract Agreement, except to the extent that can be claimed and is paid by the H & M or P & I insurers.

2.10 DELIVERY / RE-DELIVERY OF VESSEL

- i) The vessels shall be available to the Contractor at any port in India. An inventory of the vessel's entire equipment, outfit, appliances, spares, stores, vessel's galley equipment, outfit, appliances, spares and utensils shall be prepared jointly by Contractor, in the presence of CSIR-NIO representative at the time of delivery and by the same parties at the time of re-delivery. Vessels may go for sea trials before take-over of the vessels on the request of Contractor, Incoming Master and C/E with C/O, 2/E, Electrical Officer (maximum 3) may be allowed to take part in the trial cruise before take over. Familiarization of other crew may be done by the above personnel. All expenditures including salary (except embarkation / disembarkation / victualling) for these 5 staff till 'take-over' may be borne by the Contractor, The Contractor shall redeliver the vessel with all equipment tools, tackles, spares, store and other accessories to CSIR-NIO on completion / termination of this Agreement in the same good order and ship shape condition in which it was delivered to him (normal wear and tear and consumables excepted). In case of missing of any item, suitable replacement will be made by the Contractor and if the Contractor fails to do so, CSIR-NIO shall arrange the same and deduct the incurred expenses as appropriate.

- ii) The Contractor shall pay any/ all charges of repair and survey which are required to be carried out to bring the vessel fully operational and in same ship shape condition without any condition of class (CoC) as at the time of delivery, normal wear and tear excepted. During take-over of the vessels by the Contractor from CSIR-NIO, the Contractor has to ensure the operational status of all equipment/material status for any deficiencies. Same to be brought to the attention of CSIR-NIO. Expenditure incurred towards rectification of these deficiencies shall be addressed by CSIR-NIO.
- iii) The re-delivery of the vessel shall be effected at any port in India as determined by CSIR-NIO. At takeover, any Condition of Class (CoC) by Class to: be rectified by the Contractor failing which same shall be rectified by CSIR-NIO and cost recovered from the payment due or from the PS/PBG.

2.11 PERIODIC INSPECTION

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

2.12 HOT-WORK ON-BOARD

The Contractor shall obtain all the relevant hot-work permissions for any welding jobs on-board ship at pier or at anchorage. With the changes in scientific activities CSIR-NIO may modify various handling systems on-board which may require considerable amount of hot-works on-board. Hiring of welders/ fitters will be done by CSIR-NIO for this purpose. Hot work permissions and fire sentries to be arranged by the contractor as part of contract without any additional cost.

2.13 SAFETY DRILLS

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

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

2.14 LAY-OFF/ DOWNTIME

- a) The Contractor shall be allowed Lay-off of 20 days per vessel per operating year for maintenance/ repair of the vessels. For these allowable/ permissible down-time, the Contractor shall be paid normal day rate. This lay-off is provided if no dry-docking is taken up in that year.
- b) For any down-time due to major break-down of machinery just before sailing (12hours), an allowable of down-time of 12 hours is provided from the scheduled sailing time beyond which the appropriate LD clause shall apply.

2.15 STATUTORY REQUIREMENT

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

2.16 INSURANCE

Insurance of all kinds related to the operation, manning and maintenance of the vessel should be handled by the operator. The type of insurance includes H&M, P&I club/war, as well as non-individual group insurance for all Scientists / owner's personnel as per the capacity of the vessel. The entire process of facilitation, customer services, financial advisory and premium payment needs to be looked after by the operator. The amount invested in this regard will be reimbursed by CSIR-NIO. However, prior approval needs to be taken for the insurance and corresponding sum-assured value and Co-insurer shall be the contractor/ ship manager. In case of any accidents, leading to a liability, damage, injury, disability or death, an incident report (IR) must be filed within two days failing which the responsibility on liability shall be on the Contractor. Based on the incident report and enquiry, if the accident is attributed to the negligence of the Contractor and/ or his staff, the entire expenses towards repair and refit compensation shall be initially borne by the Contractor. Thereafter, any reimbursement, if and to the extent received from H&M or P&I Insurance shall be adjusted in favour of Contractor and any shortfall/ deductions in reimbursement received from the insurers/ P&I Club shall not be reimbursed, If the inquiry established otherwise, Contractor shall carry out the entire repairs, which shall be reimbursed by CSIR-NIO. In such cases the Insurance renewals/claims received shall be to CSIR-NIO account. Contractor to liaise with insurer of Hull and machinery, P&I to file claims and conduct surveys at no extra cost to CSIR-NIO.

2.17 LIABILITY OF CSIR-NIO, Goa

The CSIR-NIO shall:

- a) Make available drawings, manuals and literature of the vessels, if available, to the Contractor as and when required for carrying out his obligations hereinafter.
- b) Assist the Contractor at his cost without any commitment, in obtaining clearances from Govt. agencies to import spares and such other assistance permissible under law of the land.

- c) To reimburse all charges connected with pilotage, berth hire charges, Customs duties, Port and light duties at all ports of India/ abroad reimburse to the Contractors at actual and any other reimbursements as per the agreement.
- d) Cost of supply of fuel oils on-board shall be borne by CSIR-NIO.
- e) Boarding and lodging on-board (Catering, salaries, etc.) for Contractor Crew during non-compensable down-time shall be to the Contractor's account

2.18 TAXES AND DUTIES

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

- i) **PERSONNEL:** Any taxes assessed on employees of the Contractor and / or his sub- contractor based on income earned in the performance of work under this Agreement shall be the responsibility of the Contractor and / or employees, and not of CSIR-NIO.
- ii) **CORPORATE:** Any taxes assessed on the income of the Contractor shall be the responsibility of the Contractor and paid by the Contractor. CSIR-NIO may, however, deduct income tax at source in accordance with Indian Income-tax Act and rules.
- iii) 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 CSIR-NIO.
- iv) The reimbursements will not attract GST; however, GST shall be applicable for cost of services rendered like overheads etc.
- v) For goods Manufactured within India, the Contractor / Operator shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.
- vi) If any tax exemptions, reductions, allowances or privileges may be available to the Contractor / Operator in India, CSIR-NIO shall make its best efforts to enable the Contractor / Operator to benefit from any such tax savings to the maximum allowable extent.
- vii) The CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @5.15% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996
- viii) CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and GST @18% is applicable for the supply of goods and services.
- ix) All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.19 PERFORMANCE SECURITY (PS)

- i) Within 21 days of receipt of the notification of award of contract / Purchase Order, the Contractor / Operator shall furnish performance security in the amount specified in SCC, valid till 90 days after completion of contractual obligations. Bid Security should be kept valid till such time the PS is submitted.

- ii) The proceeds of the performance security shall be payable to CSIR-NIO as compensation for any loss resulting from the Contractor / Operator's failure to complete its obligations under the Contract.
- iii) The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- iv) The Performance security shall be in one of the following forms:

(a)	A Bank guarantee (eBG is also accepted) issued by a Nationalized / Scheduled bank located in India in the format provided in the bidding documents. OR
(b)	A Banker's cheque or Account Payee demand draft in favour of Director, CSIR-NIO.

- v) The performance security will be discharged by CSIR-NIO and returned to the Contractor / Operator not later than 90 days following the date of completion of the Contractor / Operator's performance obligations, unless specified otherwise in SCC, without levy of any interest.
- vi) In the event of any contract amendment, the Contractor / Operator shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 90 days thereafter.
- vii) Whenever, the Contractor chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to CSIR-NIO with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.20 TERMS OF PAYMENT

- i) The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- ii) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- iii) Advance payment will be paid in exceptional cases only against equivalent amount of Bank Guarantee or Stand by Letter of credit valid till acceptance of all ordered goods and services. Advance payment shall not exceed 30% of Purchase Order value.
- iv) Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

2.21 COMPLIANCE OF LAWS

Compliance of all laws with respect to Contract Agreement such as labour, income tax, corporate tax, etc., shall be to Contractor's responsibility.

2.22 LABOUR LAWS

The Contractor shall comply with all labour laws of the country including but not limited to the Contract labour (Regulation and Abolition) Act 1971 and Minimum Wage Act. Violation of any of the labour laws by the Contractor shall be entirely at his risk and cost. Should CSIR-NIO be 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 PS/PBG furnished by the Contractor.

2.23 CHANGE IN LAW

If there is a change in or enactment of any law in India after the award of contract which results in subsequently additional cost/ savings to CSIR-NIO on account of such enactment having effect on this Agreement, the Contractor shall reimburse CSIR-NIO or CSIR-NIO 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 CSIR-NIO / Contractor should be compensated/paid for provided. However, that provision of this Article shall not apply to any other levies except GST.

2.24 CONSEQUENTIAL DAMAGES

Neither CSIR-NIO nor Contractor shall have any claim against each other for any consequential damages.

2.25 CHANGE ORDERS AND CONTRACT AMENDMENTS

- i) CSIR-NIO may at any time, by written order given to the Contractor / Operator pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

a)	Increase or decrease in the scope of work
b)	Changes in schedule of services
c)	The changes in inspection arrangements
d)	Changes in terms of payments and statutory levies
e)	Changes due to any other situation not anticipated

- ii) If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor / Operator's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor / Operator for adjustment under this clause must be ascertained within fifteen (15) days from the date of the Contractor / Operator's receipt of CSIR-NIO's change order.
- iii) No variation or modification in the terms of the contract shall be made except by written amendment signed by both the parties.

2.26 ASSIGNMENT / SUBCONTRACTING

The Contractor / Operator shall not assign, in whole or in part, its obligations to perform under the Contract, except with CSIR-NIO's prior written consent. The Contractor / Operator shall notify CSIR-NIO in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Contractor / Operator from any liability or duties or obligation under the Contract.

2.27 EXTENSION OF TIME

- i) Delivery of the Goods and performance of the Services shall be made by the Contractor / operator in accordance with the Schedule of Services as specified by CSIR-NIO.
- ii) If at any time during performance of the Contract, the Contractor / operator or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor / Operator shall promptly notify CSIR-NIO in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor / Operator's notice, CSIR-NIO shall evaluate the situation and may, at its discretion, extend the Contractor / Operator's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.
- iii) Except as provided under the Force Majeure clause of the GCC, a delay by the Contractor / Operator in the performance of its delivery obligations shall render the Contractor / Operator liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.28 PENALTY CLAUSE

Subject to GCC Clause on Force Majeure, if the Contractor / operator fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, CSIR-NIO shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, CSIR-NIO may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.29 FORCE MAJEURE

- a) Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Contractor / operator shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor / Operator that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor / Operator. Such events may include, but not be limited to, acts of CSIR-NIO in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Force Majeure may also include events that shall be declared by Government of India as Force Majeure event.
- c) If a Force Majeure situation arises, the Contractor / Operator shall promptly notify CSIR-NIO in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by CSIR-NIO in writing, the Contractor / Operator 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.

- d) Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such causes lasts.
- e) Payment during "Force Majeure": It is understood and agreed by the parties to this contract that during the period of "Force Majeure", full fee shall be payable to the Contractor. CSIR-NIO shall pay for any fuel and water consumed during the period of "Force Majeure".
- f) Force majeure shall not apply to 'bad weather' due to cyclone or such weather phenomenon, which are being predicted and forecast regularly. Master's decision shall be final for all safety related matters. However, the Master must inform/ consult the Chief Scientist/Vessel Manager/CSIR-NIO before taking any action regarding heavy weather related decisions.
- g) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 TERMINATION FOR DEFAULT

- i) CSIR-NIO may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor / Operator, terminate the Contract in whole or part:

(a)	If the Contractor / Operator fails to deliver any or all of the Goods or fails to perform services within the period(s) specified in the contract, or within any extension thereof granted by CSIR-NIO pursuant to GCC Clause on Extension of Time;
(b)	If the Contractor / Operator fails to perform any other obligation(s) under the Contract
(c)	If the Contractor / Operator, in the judgment of CSIR-NIO has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

- ii) In the event CSIR-NIO terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security/EMD will be forfeited;
(b)	CSIR-NIO may procure, upon such terms and in such manner as it deems appropriate, Goods / services similar to those undelivered, and the Contractor / Operator shall be liable for all available actions against it in terms of the contract.
(c)	However, the Contractor / Operator shall continue to perform the contract to the extent not terminated.

2.31 TERMINATION FOR INSOLVENCY

CSIR-NIO may at any time terminate the Contract by giving written notice to the Contractor / operator, if the Contractor / Operator becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor / operator, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to CSIR-NIO.

2.32 TERMINATION FOR CONVENIENCE

- i) CSIR-NIO, by written notice sent to the Contractor / operator, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for CSIR-NIO's convenience, the extent to which performance of the Contractor / Operator under the Contract is terminated, and the date upon which such termination becomes effective.
- ii) The Services performed or work carried out after the Contractor / Operator's / Service 's receipt of notice of termination shall be accepted by CSIR-NIO at the Contract terms and prices. For the remaining services /work, CSIR-NIO may elect:

(a)	To have any portion performed at the Contract terms and prices and / or
(b)	To cancel the remainder and pay to the Contractor / Operator an agreed amount for partially completed Services

2.33 TERMINATION OF CONTRACT

- i) In the event of the Contractor going into liquidation or winding up of business or making arrangement with his creditors, this agreement shall stands terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to CSIR-NIO under this Agreement. In such a case the performance bank guarantee shall be encashed by CSIR-NIO.
- ii) In the event of CSIR-NIO deciding to wind up the operations of the vessels due to technical or other reasons, the contract stands terminated after two months' notice. Under such circumstances CSIR-NIO 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, CSIR-NIO shall have the right to terminate the Agreement forth with. The decision of CSIR-NIO 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 CSIR-NIO, the Contractor shall have the right to request for termination of this agreement by giving a notice of 90 days.
- v) CSIR-NIO 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 CSIR-NIO.
- vii) If the vessel is inoperative and is not made available to CSIR-NIO for its use for 30 continuous days, CSIR-NIO at their option can terminate this Agreement without giving any further notice.
- viii) If terminated on non-performance of contractual obligation such Contractor shall be banned from participation in all future tenders of CSIR-NIO.

2.34 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 enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, Unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this contract or otherwise.

2.35 SETTLEMENT OF DISPUTES

- i) CSIR-NIO and the Contractor / Operator shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either CSIR-NIO or the Contractor / Operator may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

iii) The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued.
(b)	In the case of a dispute between CSIR-NIO and a Foreign Contractor / Operator, the dispute shall be settled by arbitration. In accordance with provision of sub-clause (a) above. But if this is not acceptable to the Contractor / Operator then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules

iv) The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

v) Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
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(b)	CSIR-NIO shall pay the Contractor / Operator any monies due the Contractor / Operator.
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2.36 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 authorized 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.

2.37 GOVERNING LANGUAGE

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.38 APPLICABLE LAW / JURISDICTION

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.39 NOTICES

- i) Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.
- ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.40 POLLUTION AND CONTAMINATION

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

- a) The Contractor shall assume all responsibility for clearing up and containing pollution or contamination caused as a result of the negligence of the Contractor's Crew which originates from the vessels or their equipment on the surface of the water from spills of fuels, lubricants, motor oils, ballast, bilge and garbage, engine exhaust and effluents. All costs incurred thereto may be claimed from the H&M and/or P&I insurers or third parties and reimbursements received would be adjusted in favour of the Contractor.
- b) CSIR-NIO shall assume all responsibility for (including control and removal of pollution involved) and shall protect, defend and save the Contractor harmless from against all claims, demands and causes of action of every kind and nature arising from all pollution or contamination of sea shore and environment other than that described above which may occur during the term of this

Agreement, or as a result of CSIR-NIO operation hereafter, including but not limited to that which may result from fire or damage to the vessel. In such cases, any reimbursements received from the H&M and/or P&I insurers or third parties shall be to the account of CSIR-NIO.

2.41 RISK PURCHASE AND EXPENSE CLAUSE

If the Contractor / operator fails to deliver the goods or perform the services /work as per the schedule of services / work specified in the Contract or Purchase Order, CSIR-NIO may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services /work similar to those undelivered /unperformed and the Contractor / operator shall be liable to CSIR-NIO for any excess expenses incurred for such similar goods or services /work.

2.42 INTEGRITY PACT

- i) As per directive of the CVC all organizations including CSIR laboratories / institutes have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having procurement value above Rs.3Crore. The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with CSIR-NIO, would be competent to participate in the bidding.
- ii) The SCC shall specify whether there is a need to enter into a separate integrity pact or not. If the Integrity Pact is required for the procurement process, then the format of Integrity Pact is as given in Chapter – 8.

2.43 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 of be an agent or representative of, or to otherwise bind, the other party, other than as expressly provided in this contract.

2.44 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.

2.45 CONFIDENTIALITY

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

Chapter-2: B) SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)
GCC 2.46	The amount of the Performance Security shall be 5% of the annual contract value , valid up to 90 days after the date of completion of contract obligations.
	a) Performance of the Contractor shall be judged by CSIR-NIO on the recommendation of the Vessel Manager of the ship for the competence of the Master and Crew in handling the vessel, machinery and all equipment including the scientific equipment and also preventive maintenance, carrying out routine and emergency repairs in shortest possible time, keeping the vessels in a seaworthy condition during the tenure of the agreement. b) The Contractor shall have the use of all outfit, equipment and appliances available on-board the vessels without extra-cost provided the same or their substantial equivalent shall be returned to CSIR-NIO on redelivery in the same good order and conditions as and when received, ordinary wear and tear and consumables are excepted. c) In the event the Contractor fails to return the items mentioned in clause (b) above in a satisfactory condition, CSIR-NIO reserves the right to recover the cost of such of the damage/ missing items from the monthly bills as well as from the Performance Guarantee. This shall be without prejudice to all the other rights and remedies available to CSIR-NIO, under the terms of this Agreement. d) PBG will be forfeited for failure of the contractor in fulfilling any of the terms, conditions and scope of services and Contract conditions including the following points: i) Termination of contract on account of unsatisfactory performance, breach of contract by the Contractor and liquidation, bankruptcy of Contractor's firm as per Termination clauses. ii) If the vessel is inoperative and is not made available for use for 30 continuous days, CSIR-NIO at their option may terminate the contract and forfeit the PS. iii) Any other recoveries / compensations for the losses attributable to the Contractor as per contract.
GCC 2.47	Terms of payment
	a) Contractor may submit the invoices on monthly basis and payment will be made within 60 days of submission after due verifications. b) The payment for catering services to scientific team members shall be as per actual numbers on agreed unit cost of meal per day per person. The rate shall be per day per person which is to include cost of all food, beverages and service charges. The certificate of on-board CSIR-NIO representative for number of scientific team persons/days to be submitted along with the monthly bill.

	c) The management and house-keeping charges shall be paid to the contractor on satisfactory services and submission of monthly report and inspection register. d) The bunkering bill shall be paid to the contractor on satisfactory services and successful completion of bunkering. e) Monthly payment The owner will pay THE OPERATOR a lump-sum amount per day or part thereof, on aggregate basis for the days the vessel is manned, payable on completion of each calendar month. f) Lay off period rates During the currency of the contact, the owner may request the operator to lay off some of the crew either during dry dock or during any such cases where full deployment other than minimum manning is not envisaged. Such lay off period shall be communicated to the Operator in advance. Payment during such period will be made to the operator only for the number of persons actually deployed on board and as per the quoted rates. The owner may request the operator to provide specific service during such lay off period. Expenditure of major repairs by external parties will be reimbursed at actual. Supervision of these major repairs by competent of the operator at no extra cost. At any stage, the manning shall not be reducer below the safe manning require under regulations as applicable for this vessel. The payment shall commence the day the officers and crew are deployed as per the directive of THE OWNER at the designated yards/port. g) Payment of wages to workmen The Contractor shall pay the wages directly to the workmen without any intervention of Jamadars / Thekedars. The Contracts shall also ensure that no amount by way of CSIR-NIO or otherwise is deducted or recovered by the Jamadars / Thekedars from the wages of workmen. All Manpower and its emoluments details are required to be submitted by the contractor as and when required by the CSIR-NIO.
GCC 2.48	Penalty for non-performance of contractual obligations
	Operation of the vessel shall be as per the cruise plan provided and as per the instructions of CSIR-NIO/Chief Scientist on board. The vessel will have to be operated strictly as per the instructions manual, which will be provided after signing the contract. The schedules must be followed by the Operator and logged in the Logbook. If the operator fails to Perform or provide services as specified in the contract following penalties shall be applicable and CSIR-NIO's decision shall be final in enforcing such penalty: 1) Running, Operation and Maintenance a) Penalty of Rs.1,50,000/- per day for the delay in bunkering of fuel, freshwater, failure of critical machinery, non availability of critical spares and other failures, supply of catering and housekeeping items leading to delay in sailing of the vessel, non-renewal of vessel certificates before expiry. The causes for delay will be examined by CSIR-NIO and penalty is applied accordingly. b) Penalty of Rs.30,000/- per day for non-maintenance of medical kit, first aid box and medicines as per PHO guidelines.

	c) In absence of qualified and experienced Crew/officers, penalty of Rs.25000/- per day per crew/Officer will be levied. d) Penalty of Rs.60,000/- per day for un-satisfactory general maintenance of vessel which includes painting, cleaning etc. e) Penalty of Rs.30,000/- per day for non-functionality of ECDIS, VHF, DGPS equipment, GMDSS equipment. f) Penalty of Rs.5,000/- per occurrence for not maintaining IN and OUT material and equipment register, SRB, Log books in time. g) Penalty of Rs. 10,000/- per day for not carrying out safety drill and monthly trial of rescue boat in water. h) Penalty of Rs.30,000/- if the ISM audit objections raised by NIO, ISM/ auditors are not fulfilled in the required time period. i) Penalty of Rs.25,000/- per crew/officer, if the Crew/officer is not replaced as per NIO request within 10 days or earliest port of call. j) Penalty of Rs.7,000/- per day for non-functioning of set top box, TV, SAT-C, Wi-Fi. k) Penalty of Rs.30,000/- per day if fumigation and de-ratting not done in time. l) Penalty of Rs.1,000/- per hour per vehicle/labour/truck if not provided in time as requested. m) Penalty of Rs.30,000/- per day for insufficient stock of lube oil, hydraulic oil, gear oil, fresh water, grease, Paint as per scheme and painting accessories. n) Penalty of Rs.15,000/- per day for insufficient stock of general electrical items such as bulbs and tubes, switches, navigational lights etc. o) Penalty of Rs.80,000 per day for non-compliance of PMS. Delay in schedule maintenance of machineries, engines, gearbox, centralized A/C and all other machineries in the vessel. p) Penalty of Rs.50,000 per day for non-availability of Technical Superintendent onboard during all port call or during dry docking of the vessel. 2) Catering and Housekeeping i) Chief of Expedition or CSIR-NIO personnel shall certify Housekeeping performance, improper housekeeping, irregular attendance to cleaning works and linen change will attract penalty at the rate of Rs.8,000/- per day. ii) Penalty of Rs.2,000/- per day per person if Chief of Expedition complaints about shortage of food served or not served in time or not as per set menu. iii) Penalty of Rs.1,500/- per item for supplying of unbranded and expired items.
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GCC 2.49	The place of jurisdiction is Goa, India.	
GCC 2.50	For notices, the Purchaser's address is THE DIRECTOR CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY DONA PAULA – 403 004 GOA-INDIA Tel #: 00 91 832 2450 230 / 593 Email: spo.nio@csir.res.in Website: www.nio.res.in	
GCC 2.51	Integrity pact is to be signed as it is applicable to this procurement.	
	Details of two Independent External Monitors of CSIR for the purpose of enforcement of Integrity pact are as follows:	
	Shri. JAGADIP NARAYAN SINGH, IAS (Retd) E-Mail: jagadipsingh@yahoo.com	Shri. ARUN KUMAR GUPTA, Ex-CMD, SCI E-Mail: guptaarun55@rediffmail.com

Chapter-3

A) DESCRIPTION OF THE RESEARCH VESSEL SINDHU SADHANA

Sr. No.	Parameter	Description
1	Owners	Director, CSIR-National Institute of Oceanography, Dona-Paula, Goa, 403 004
2	Main dimensions	Length over all.....80.00 m Length between perp.....70.80 m Breadth moulded.....17.60 m Depth to 1 st deck.....7.80 m Depth to 2 nd deck.....4.80 m Draught scantling.....5.00 m Design speed.....14.00 knots / hour Installed Generator power.....4x 1150 kW (minimum) (caterpillar DG sets) Installed Azimuth propulsion motors....2x 1200 kW (minimum)
3	Gross Tonnage	Gross tonnage according to international conversion of measurements 4170 tons (approx)
4	Capacities (all values are approximate)	Dead-weight at draught 4.60 m:.....1200 tons Deck area:350 m ² Marine diesel oil:800 m ³ Fresh water:230 m ³ Ballast water:750 m ³
5	Accommodation	The Vessel has accommodation for fifty-seven (57) persons and one (1) hospital, all according to General arrangement: 28 Crew/officers and 29 Scientists
6	DP System	Kongsberg Class I, Model K – Pos DP – 11 – cJoy
7	Hot water boiler	Capacity:.....405KW (Oil fired)
8	Fresh water generator	RO Plant:15T/day x 1set
9	Class details	Indian Flag IRS Class + SUL, SYJ, GS(KK), 1Y
10	Endurance	45 days
11	General Arrangement	GA-Plan (Available along with Tender document hosted on NIO website: www.nio.res.in)

Note: A fairing has been appended to the ship's bottom between Fr Nos. 74-96.
The appendage height below keel is 800mm.

Equipment/ Machinery List onboard RV Sindhu Sadhana

The equipment details listed below are not exhaustive and the bidders must confirm the actual details of the currently installed and running equipment's during their visit to the vessel.

Sr. No.	Description	Qty	supplier	Part Number
	MACHINERY ROOM			
1	F.W. Hydrophor Pumps	2	KSB ITUR SPAIN S.A.	7632755, 7632748
2	S.W. Hydrophore pumps	2	KSB ITUR SPAIN S.A.	7636053, 7636046
3	Pressure tanks	1		
4	F.W. Hydrophore Tank	2		
5	UV- Filter	2	Technicomar S.P.A, Alfalevel	
6	Hot water circulating Pump	2	Allweiler AG model:NI 50- 250	11058090, 1158091
7	Sewage Discharge Holding tank Pump	1	KSB ITUR SPAIN S.A.	7632987
9	Sewage Discharge Ejector	1	Hamworthy	
10	Sewage Discharge Plant	1	Hamworthy	97255-01
11	Oil fired Boiler	1	Euro Boilers S-MAN heating systems	Type: NPR 407; S/N: 352.11; order: 11000352
12	Main Generator set	4	Caterpillar S.A.R.L	S2H00556, S2H00557, S2H00559, S2H00561
13	Fuel oil Transfer Pump	2	KSB ITUR SPAIN S.A.	7633019, 7633027
14	Fuel oil Transfer for EM pump	1	KSB ITUR SPAIN S.A.	7632953
15	F.O. Seperator	1	GEA Westfalia Seperator Group GMBH	9056-316
16	FO Stand-by pump unit	2	KSB ITUR SPAIN S.A.	7632995, 7633001
17	Lubricating oil Transfer pump	1	KSB ITUR SPAIN S.A.	7632938
18	Hydraulic oil Transfer pump	1	KSB ITUR SPAIN S.A.	7632946
19	Sludge Pump	1	KSB ITUR SPAIN S.A.	7632912
20	Main sea water stand by pump	1	KSB ITUR SPAIN S.A.	7632888
21	S.W.Aux pump	3	KSB ITUR SPAIN S.A.	7632839, 7632847, 7632854
22	S.W.pump for harbour genset	1	KSB ITUR SPAIN S.A.	7632813
23	S.W./F.W. central cooler	4	Caterpillar S.A.R.L	
24	S.W./F.W. Aux cooler	2	Alfa Laval	
25	F.W. Aux. cooler stby. pump	2	KSB ITUR SPAIN S.A.	7632797, 7632789
26	Heat Recovery Exchanger	4	Alfalaval	
27	Circulating Pumps Central Heating	2	S-MAN	
28	Starting Air Compressor	2	Deno Compressors B.V.	3-56A 027
29	Starting Air Receiver	2	Caterpillar (GMMCO)	
30	Service Air Compressor	1	Deno Compressors B.V.	DSA 11-8-5-149
31	F.W. Generator	1	Alfa Laval Copenhagen A/S	Model: Aqua-80-HW; S/N:AD-00219

32	Reverse Osmosis unit	1	Technicomar S.P.A	30311020
33	S.W.pump 761-050-010	1	Alfaleval	CNL02356/1
34	Ballast pump	2	KSB ITUR SPAIN S.A.	7632870, 7632862
35	Bilge pump 803-025-010	3	KSB ITUR SPAIN S.A.	7633050, 7633043, 7633035
36	Oily water Seperator	1	Victor Marine Ltd	CS series; s/n: 000533
37	Oily water pump	1	KSB ITUR SPAIN S.A.	7632920
38	Fire pump	1	KSB ITUR SPAIN S.A.	7632896
39	Bilge / fire pump	1	KSB ITUR Spain S.A	7632805
40	Deck water pump	1	KSB ITUR SPAIN S.A.	7632821
41	Waste oil pump	1	KSB ITUR SPAIN S.A.	7632961
42	Harbour Generator	1	Caterpillar S.A.R.L	8HG02836
43	Hydraulic waste oil pump	1	KSB ITUR SPAIN S.A.	7632979
44	F.W. Aux. cooler pump	2	KSB ITUR SPAIN S.A.	7632763, 7632771
45	Emergency Generator	1	Caterpillar S.A.R.L	
	BOW-THRUSTER ROOM			
46	Bow-Thruster	2	SCHOTTEL	STT-172152, STT-172153
47	B.T. Motors	2	ABB	
48	B.T.Header Tanks	2	SCHOTTEL	
	PUMP ROOM			
49	Bilge pump 803-025-010	3	KSB ITUR SPAIN S.A.	7633050, 7633043, 7633035
50	Emergency fire pump	1	KSB ITUR Spain S.A	7632904
	PROPULSION ROOM			
51	Azmith Thrusters	2	Schottel GmbH	W025699/25699 - 1, W025699/25699 - 2
52	Water cooled motors	2		
53	Steering Pump port	2		
54	Steering Pump stbd	2		
55	Incinerator	1	Teamtec	
	WORKSHOP MACHINERY			
56	Lathe Machine	1		
57	Drilling Machine	1		
58	Grinding Machine	1		
59	Bench Vice	1		

	DECK MACHINERY			
Sr. No.	Description	Qty	supplier	Part Number
60	Marine Knuckle Crane 5 Tonx17m	1	HAEAN Machinery Co, Ltd.	
61	Marine Knuckle Telescopic Crane 1 Tonx10m	2	HAEAN Machinery Co, Ltd.	
62	Marine Knuckle Telescopic Crane 2.5 Tonx7m	1	HAEAN Machinery Co, Ltd.	
63	Marine Knuckle Telescopic Crane 2.5 Tonx7m	1	HAEAN Machinery Co, Ltd.	
64	Marine Knuckle Telescopic Crane 2.5 Tonx12m	1	HAEAN Machinery Co, Ltd.	
65	Windlass	2	C-NAUTICAL BV	
66	Mooring Capstans	2	C-NAUTICAL BV	
67	Chain Lockers	2	C-NAUTICAL BV	
68	Spooling Device Geological Coring	1	Rolls Royce	228232
69	Spooling Device Double CTD	1	Rolls Royce	228228
70	Gamma Frame	1	Rolls Royce	229785
71	A - Frame	1	Rolls Royce	
72	Stbd A - Frame	1	Rolls Royce	754572
73	Pilot Corer Winch	1	Rolls Royce	228225
74	Auxiliary Winch 8T	1	Rolls Royce	229889
75	Routing Sheave CTCU w/ Load Cell	1	Rolls Royce	231773
76	Routing Sheave CTCU w/ Flag	1	Rolls Royce	231774
77	Routing Sheave CTD winch Room	2	Rolls Royce	231775
78	Routing Sheave CTD Deck	1	Rolls Royce	231776
79	Routing Sheave CTCU Double	1	Rolls Royce	231777
80	Routing Sheave SB A-Frame outer	1	Rolls Royce	231778
81	Routing Sheave Stern A-Frame	1	Rolls Royce	231779
82	Routing Sheave SB A-Frame inner	1	Rolls Royce	233201
83	Inboard Damper CTCU	1	Rolls Royce	228231
84	Corer Crib	7	Rolls Royce	756665, 757035, 756422,
85	Piston Corer Set Frame for Boombs	1	Rolls Royce	233055
86	Corer Davit	2	Rolls Royce	757504
87	CTD Winches	2	Rolls Royce	228226, 228227

88	Deep Sea Storage Winch	1	Rolls Royce	228229
89	Auxiliary Winch 5T	2	Rolls Royce	229200
90	CTCU	1	Rolls Royce	228230
91	Hydrographic winch	1	Wintech, USA	
92	Magnetometer Winch	1		
93	Scientific Mooring winch	1	Wintech, USA	

SR NO.	BRIDGE EQUIPMENT	MAKE	MODEL
1	MF/HF SSB Radio Telephone	Furuno	FS-2570
a.	Transceiver Unit	Furuno	FS-2570T
b.	Control Unit	Furuno	FS-2570C
c.	Antenna Coupler	Furuno	AT-1560-25-AAS
d.	Terminal Unit	Furuno	IB-583
e.	Pre Amp Unit	Furuno	FAX-5
f.	AC-DC Power Supply Unit	Furuno	PR-850A
2	INMARSAT C - FELCOM 15	Furuno	FELCOM 15
a.	Terminal Unit	Furuno	IC-215-E
b.	Antenna Unit	Furuno	IC-115
c.	Receiving Unit	Furuno	IC-306
d.	Junction Box	Furuno	IC-315
e.	Distress Alert Button	Furuno	IC-305
g.	AC-DC Power Supply Unit	Furuno	PR-300
3	VHF Radiotelephone unit - 1 (Duplex)	Furuno	FM-8800D
a.	Telephone Unit	Furuno	FM-8800D
b.	Handset for Telephone	Furuno	HS-2003
4	VHF Radiotelephone unit-2 (Simplex)	Furuno	FM-8800D
a.	Telephone Unit	Furuno	FM-8800D
b.	Handset for Telephone	Furuno	HS-2003
5	VHF Simplex 1	Furuno	FM-8800S
a.	Telephone Unit	Furuno	FM-8800S
b.	Handset for Telephone	Furuno	HS-2003
c.	Junction Box	Furuno	IF-8810

d.	Remote Station	Furuno	RB-8800
6	VHF Simplex 2		
e.	Telephone Unit	Furuno	FM-8800S
f.	Handset for Telephone	Furuno	HS-2003
g.	Junction Box	Furuno	IF-8810
h.	Remote Station	Furuno	RB-8800
7	VDR	Jotron	Tron40VDR
8	GYRO	Sperry marine	Navigate X MK1
9	ECDIS	FURNO	
10	AUTOPILOT	EMRI	SEM200
11	AIS	FURNO	FA150
12	Navigation Echo Sounder	FURNO	FE700
13	RADAR S Band	FURNO	MU-231CR
14	BANWAS	FURNO	BR510
15	DGPS	FURNO	GP150
16	NAVTEX Receiver	FURNO	NX700 A/B
17	Magnetic Compass	C. Plath	NAVIPOL
18	SPEED LOG	FURNO	DS-60
19	Weather Station	YOUNG	26800
20	DP-1 Dynamic Positioning	KONGSBERG	K-POS DP 11 & C Joy
21	Maritime DGPS Sensor for DP	KONGSBERG	DPS-110
22	DGPS	Novatel	MarinePack 7
23	CCTV System with 14 Cameras, 11 monitors	ELCON Marine	

List of items in Scientific Store Inventory Onboard :-

Sr. No.	Item Description
1.	Rubber Mallet, Stanley
2.	Hammer
3.	Thimble
4.	Nylon rope and PP ropes
5.	Acetone
6.	WD40
7.	Silicon Sealant
8.	SS Allen Bolt
9.	SS Hex Bolt with nut and washer
10.	SS flat and spring washer
11.	SS Jubilee clip with full thread
12.	SS D-Shackle
13.	Dendrite Rubber adhesive pc-65
14.	Measuring Tape -5 metres and 10 metres.
15.	Ring Spanner(s)
16.	Open Spanner(s)
17.	Combination Spanner(s)
18.	Pin Bender
19.	Corrugated Rubber Water Hose with connector
20.	Heavy Duty Pipe Wrench
21.	Cutting Plier
22.	Nose Plier
23.	Extension Board (Anchor)
24.	Grinding Machine
25.	Buffing Wheels
26.	Cutting wheels
27.	Soldering Led
28.	Soldering Flux
29.	Soldering iron and Kit
30.	Hand Hacksaw frame and Hacksaw Blade
31.	Cable Tie (assorted sizes)
32.	SS Split Pins
33.	Safety Goggles :- White & Black 3m
34.	Cotton Hand Gloves Dotted
35.	Hand Gloves working rubber coated palm
36.	Working Leather Gloves calf Hide Soft
37.	Safety Helmets
38.	Screwdriver set
39.	M-Seal
40.	Electrical Insulation Tapes
41.	Packing Tapes
42.	Grease Tape/Denso Tape
43.	Loctite

44.	Araldite
45.	Rechargeable Waterproof Led Torch (High Power Hand Held Spot Light)
46.	Silicon Grease and other grease
47.	D,AA,AAA 1.5 V and 9 V batteries
48.	Painting Brush and Roller
49.	CRC Spray
50.	Underwater Tape 3M
51.	Pad lock with 2 keys
52.	Allen Hexagon wrench set
53.	Wringer Mop bucket, Mops with Handle
54.	Cotton waste
55.	Shovel
56.	Spike
57.	Working vest
58.	Boiler Suites
59.	Hydraulic Hoses
60.	Safety belt
61.	A4, A3 plane paper
62.	Printer toner
63.	Pen, Pencil, Marker, Correction pen
64.	Cello Tape, Brown tape
65.	Ruler, cutter, sharpener, rubber
66.	Paint, Thinner, Primer
67.	Rubber Packing
68.	Multi-meter Fluke
69.	Feeler gauge
70.	Micro-Meter
71.	Vernier calliper
72.	Torque wrench
73.	Thread Pitch Gauge
74.	Bevel Angle Protractor
75.	Thread Pitch Gauge
76.	Bore Gauge
77.	Vibration Meters
78.	Drill Machine
79.	Drill bit set
80.	Any special tool

Chapter-4: Scope of Services

A) GENERAL SCOPE OF SERVICES

1. Complete management services include deployment of deck, navigation & engine side crew for total operation and maintenance of deck and engine room machinery, bridge navigation, cranes and deck machinery as per the list attached, supporting scientific operations, as well as general upkeep of vessel in totality including housekeeping, catering on board and shore services.
2. Role of the company will be for the total management of the vessels i.e. running, operation, manning, catering and maintenance including maintenance and operation of deck machinery as per the list attached. Deck Machinery from Sr. No 69 to 92 will be operated by CSIR-NIO with the help of manning agency but maintenance of these machinery will be on the operator head as per PMS and also during any breakdown. Detailed specifications of the machinery, equipment and other systems are provided in Annexure 5.
3. To operate the Research Vessel with Master and other qualified and competent crew certified for operation the vessel and assisting the Scientists in collection of data and samples as described in Chapter IV Terms and Conditions (Cruise Programs). The deployment of the crew and officers shall be as per statutory requirement including replacement of crew and payment of wages and all establishment matters related to the vessel. The operator shall be responsible for maintaining the certificates and obtaining all the necessary exemptions required from the concerned authorities on behalf of the owners.
4. Description of the vessel is given above and the list of equipment is given in the tender document for the benefit of the operator to decide on appropriate and competent crew requirement for operating, maintaining, servicing and managing the vessel in the best possible manner and least number of break downs.
5. Operating the vessel as per the cruise plan provided and as per instructions of CSIR-NIO/Chief of Expedition on board. The contract document will contain terms and conditions given under each chapter and other pertinent details.
6. House Keeping services.
7. Catering to all scientists/participants, CSIR-NIO/owner's personnel on board and to the ship's crew. Catering to ship's crew is to the Operator's account.
8. The Operator should ensure availability of Medicines on-board for common ailments. The medicines in the kit will have to be replaced as per the MMD/Port Health authority norms at the cost of Operator. It is responsibility of the operator to ensure all first aid kit is available onboard throughout the currency of contract.
9. Clearance of the vessel at all ports including foreign port, submitting ship's documents to port authorities, arrangement of berths, pilotage, port clearance of personnel and material, logistic support as necessary, etc. is expected to be done quickly without any delay. The Operator has to ensure that the cruise schedules/dates provided by CSIR-NIO which will be given as far as possible sufficiently in advance are adhered to, all the time, keeping in mind the weekend holidays/public holidays for which the papers should be submitted to the authorities, in time. Any excuses on non submission of papers in time or not accepting the papers by the authorities will be the sole responsibility of the Operator and appropriate penalty will be imposed by CSIR-NIO for the lapses on the part of the Operator. The cruise plans indicating port of call will be indicated in the cruise OMs as drawn by the Institute from time to time as per their requirement.
10. Vessel has on board installed RO plant. However, in case of any potable fresh water requirement, arising due to any reason, operator shall ensure to supply of freshwater from recognized supplier or as per the demand of owner to the entire period of cruise and refilling in every port of call as required. Cleaning the tanks and the filtration system on routine basis to be done by the operator.

- 11.** Fuel Bunkering to be carried out under supervision of Chief Engineer and third party surveyor along with CSIR-NIO representatives. Under special circumstances, CSIR-NIO representatives may monitor the bunkering online and operator has to make necessary arrangements. Checking/monitoring of fuel consumption should be logged on daily basis. All log books to be maintained in order and duly signed by responsible Master/Officer/Engineer.
- 12.** The Operator shall be responsible for maintenance of daily Deck and Engine log-books and submit the same to CSIR-NIO every month along with the General services bills. Monthly report as per Annexure-C to be submitted duly signed by Master and Chief Officer/Chief Engineer. The operator shall be responsible for maintaining the Log book for all the machinery and equipment onboard. Every equipment and machinery should have separate logbook to record preventive and breakdown maintenance, spare parts received and consumed, inventory of the spares for related machinery or equipment. All the log books to be prepared and maintained by Operator on board at their cost.
- 13.** Liaising with CSIR-NIO and yard/workshop/OEM/ship repairers as and when required for repairs of the vessel/machinery/equipment etc. which cannot be carried out on board the vessel.
- 14.** Carrying out routine preventive maintenance and repair work on all systems in the vessel and maintenance of log books in this regard as per the requirements of statutory body and CSIR-NIO. A sample copy of Log sheets of different types of log books maintained on other vessels by the OPERATOR to be attached with technical bid. All the log books to be prepared by Operator for keeping on board at their cost. The operator shall provide routine and Planned Maintenance System for different machinery and equipment of the vessel and implement accordingly. This does not include specialized scientific/oceanographic instruments in the laboratories.
- 15.** Maintenance of the vessel, all its systems, main diesel generator sets, propulsion machinery, DP system, GMDSS systems, air-conditioning system, refrigeration system, cold storage, fresh water system, sea water system, steering gear hydraulics, anchor/mooring systems, deck machinery, 'Gamma' frame, side 'A' frame, aft 'A' frame, Aux winches, davits, tugger winch, CTD Winch, Deep sea winch, CTCU, hydrographic winch, mooring winch, all routing pulleys, all hydraulic system, workshop machinery, electrical system, fresh water generation system, boiler system, RO system, STP/sewage system, cabins, laboratory, galley/mess, furniture, TV and satellite system, communication systems and all navigational equipment etc. of the vessel, either directly or by engaging OEM authorized service engineers with the knowledge and supervision of CSIR-NIO representatives. The Operator is expected to place competent technical crew who will carry out routine and preventive maintenance, servicing and repairs in case of any breakdowns during the voyage or at port. The Operator shall call the services of authorized service engineers/ agencies or competent workshop/personnel only if the problems are of complex in nature with the permission of CSIR-NIO. If it is found that the problem was less complex in nature and should have been within the capability of a qualified crew employed for such job without the authorized service engineer/agencies, the Operator will have to bear the expenses of such repairs. If found on inspection at any given time that due to negligence by the ship's crew handling various systems on board, a system is allowed to deteriorate in its functioning to allow the cost of repairs to escalate, the entire amount will be recovered from the Operator by CSIR-NIO and in addition to levy of a penalty for negligence deemed fit by the CSIR-NIO.
- 16.** Comprehensive insurance of the vessel including its system, hull and machinery, all on board scientific instruments and complements, Scientific team, processing of the claims, if any, on behalf of the owner.
- 17.** In addition to their work on board, the general purpose crew/deckhands should assist the Scientists/participants in carrying out all scientific activities round the clock with no restriction on timing including Saturdays and Sundays as and when required.
- 18.** The Operator shall look after safety and security of the vessel, its machinery and equipment and all the items and personnel on board, all the time.

19. Complete security of the vessel and the equipment on board to be done during the voyage and at ports.
20. The operator shall submit the port activity report to CSIR-NIO for all port calls with all information as per Annexure 7 within five days after sailing of the vessel for cruise.
21. Other work/service as requested by the owner from time to time.

B) CREW AND RUNNING OF THE VESSEL:

1. Manning of the vessel shall be as per the rules laid down by the DG Shipping in safe manning certificate. Safe manning is the minimum criteria for crew and officers. In addition to that, personnel employed should also fulfil the owner's requirements as specified below. All personnel employed shall be holders of necessary qualifying certificates (CoC, CoP, STCW, GP rating, Firefighting etc.) and minimum experience as specified by owner. The maximum permissible age for Technical Superintendent, any crew and officers will be 60 years. In case of Technical Superintendent, Master, Ch. Officer and Ch. Engineer, an age relaxation up to 5 years may be granted as per owner's discretion. In any case no fresh (STCW holder) or trainees shall be allowed to be posted on the vessel. The maximum number of crew permissible for this vessel is twenty-eight. The requirement for the present tender is given below:

Master	1
(with valid DP certificate)	
Chief Officer	1
2 nd Officer	1
3 rd Officer	1
Chief Engineer	1
2 nd Engineer	1
3 rd Engineer	1
Electro Technical Officer (ETO) ..	2
ABS (deck)	3
Deck Fitter	1
Ordinary Seamen	2
Ordinary seamen	4
(for scientific operations)	
Engine Fitter	1
Oilers	3
Chief Cook	1
Assistant cook	1
Laundry man/STWD	1
STWD	2
Total crew:	28

2. The Master is to execute the cruise programme in accordance with the instructions from the Chief of Expedition on-board and Master shall be responsible for the safety of the vessel and personnel on-board. The Master, officers and engineers shall be experienced, trained and competent to operate and maintain, supervise repair and survey, of FG vessel to the satisfaction of CSIR-NIO and also must invariably be in possession of requisite valid certificate of competency in accordance with the applicable law enforced by the Government of India or equivalent certificates from any other country recognized and approved by Government of India. The Crew should also have STCW training to meet any eventuality that may arise onboard the Vessel or otherwise. The crew and officers shall be having valid license / certificates for manning foreign going vessels.
3. The Master must have Master mariner (FG) certificate, certificate of competency (CoC), DP operator certificate and must have minimum of 5 years of experience as Master, and out of which at least 2 years must have sailed in FG vessels as Master & at least 2 years must have sailed on DP vessels

as Master. The Master is to execute the cruise program in accordance with the instructions from Chief of Expedition on board and will be responsible for the safety of the vessel and personnel on board.

4. The Chief Engineer must have MEO Class – I (FG) certificate, CoC and must have minimum of 5 years of experience as Chief Engineer and out of which at least 2 years must have sailed in FG vessels as Chief Engineer & at least 2 years must have sailed on DP vessels as Chief Engineer.
5. The Chief officer must have MEO Class – I (FG) certificate, CoC and must have minimum of 4 years of experience as Chief officer and out of which at least 2 years must have sailed in FG vessels as Chief officer & at least 2 years must have sailed on DP vessels as Chief officer.
6. 2nd officer must have certificate of competency (CoC) as Second mate (FG) and 12-month experience (FG vessel) as 2nd officer & 12 months must have sailed on DP vessels.
7. 3rd officer must have certificate of competency and 12-month experience as a 3rd officer on FG vessel.
8. In addition, any two of the officers should possess GMDSS endorsement who shall function as a GMDSS operator in lieu of GMDSS operator as per N-1 safe manning rules of DG shipping.
9. The 2nd Engineer should be a holder of MEO Class II (FG) certificate, CoC and must have at least 18 months' experience in FG vessel as 2nd Engineer & at least 18 months must have sailed on DP vessels.
10. The 3rd Engineer must be a holder of MEO Class III (FG) certificate and must have at least 12 months' experience as 3rd Engineer in FG vessel & at least 6 months must have sailed on DP vessels.
11. The Electro Technical Officer (ETO) must have a valid DG approved MEO ETO certificate with CoC and must have at least 5 years of experience as ETO with valid CoC, and out of which at least 2 years should be on FG vessels and at least 2 years should be on DP vessels. ETO without CoC must have 15 years of experience and out of which at least 5 years should be on FG vessels and at least 5 years should be on DP vessels as a ETO.
12. The Engine & Deck fitters must be well qualified and experienced to undertake welding/cutting and machining jobs apart from regular maintenance jobs and should have valid CoP. The Engine and Deck fitters should be class certified holders of welder/fitter and should have minimum 2 years of experience at same rank.
13. Able Seaman (ABS-deck) must have valid CoP, CDC and other valid certificates with minimum 2 years of experience.
14. Chief Cook must possess STCW certificate, CoC, CDC and any other certificates recommended by DG shipping India with minimum of two years' experience as Chief cook in vessel with minimum 25 compliments.
15. Assistant cook must possess STCW certificate, CDC, Certificate Course in Maritime Catering or a degree in a related field, such as a B.Sc. in Maritime Hospitality Studies, from a DGS-approved institute and any other certificates recommended by DG shipping India with minimum of two years' experience as Assistant cook in vessels with minimum 25 compliments.
16. The GS/STWD and laundryman must possess STCW certificate, CDC and any other certificates recommended by DG shipping India and minimum of two years' experience in vessels with minimum 25 compliments.
17. Oiler should have minimum 2 years of experience in the operation/maintenance of equipment in any vessel and should have valid CoP, CDC.

18. All Ordinary seamen must have valid CoP, CDC and other valid certificates with minimum 2 years of experience.
19. Ordinary seamen for scientific purpose should have minimum 2 years of experience in the operation of deck machinery and equipment's in research vessel. They will be dedicatedly assisting the scientific team and operations during the entire cruise. Their duty is to make the sampling gear ready, assist in deployment/retrieval and operation of the deck machinery (Annexure 5).
20. This manning tender/contract is intended for a smooth operation, maintenance and management of the research vessel and as such the responsibilities of officers and crew on board will be different as compared to a passenger vessel or cargo/bulk carrier vessel. The core function of the vessel is to conduct scientific operations at sea and the Operator is expected to provide officers and crew who understand and are willing to adapt to the demands of the research vessel requirements. Inexperienced personnel should not be deployed on this vessel. The Operator should ensure that the key officers such as the Master, Chief Officer, Chief engineer, second engineer and the both ETO must sign on for a minimum period of 4 months or more continuously, unless otherwise requested by the Owners. The Operator shall consult with, and obtain the Owners approval prior to appointment or removal (with a month's notice) of the above officers. In addition, the Operator shall provide the relevant documents to verify the experience that the Owners may reasonably require. The operator is responsible to share the OMM contract and explain the contractual obligation to all the crew and officers as well as the agency at any port of call. The Operator should provide Sign-on/sign-off documents of the crew and officers with custom/immigration seal and these documents should match with the documents submitted to the owner. The Operator should not Signoff of any two key officers such as the Master and Chief Officer, Chief engineer and second engineer and both ETOs during one port call.
21. All deck operations will be the responsibility of the Chief Officer/Duty officer. The role of the Duty Officer will be to coordinate the operation, maintenance and upkeep of all the deck machinery used for scientific data collections. Duty Officer ensures the safety of the men and equipment during onboard operations.
22. All ABS's and OS's should assist in scientific operations (including operation of work boats/rubber dingy, etc.) in addition to assign routine ship duty (including operation of cranes, watch keeping, chipping, painting, etc.).
23. Any additional ordinary seaman/ deck hand assistance required by THE OWNER shall be provided by the operator and will be reimbursed on pro-rata basis as per actuals.
24. Operator should declare all crew and officers who will be deployed on the vessel as per owner's requirement and take prior approval from the owner for the deployment of the crew/officer on the vessel by providing all necessary certificates well in advance. All manpower deployed on the vessel will be screened by CSIR-NIO as per the owner's requirement defined above and any crew/officer not meeting the requirements will be rejected. CSIR-NIO has every right to ask replacement of any crew/officer who is non-co-operative with the scientists or NIO's personnel in running of the vessel or incompetent to do the work assigned to him or not performing up to the satisfaction of NIO/Chief of Expedition. The operator shall replace competent crew within a maximum 15 days or at the next port call with his own cost, failing which the same will be treated as breach of contract and lead to encashment of performance security/ penalty. Delay of the vessel schedule due to non-availability of suitable manpower will attract penalty to the operator.
25. Operator should provide the details and all necessary certificates of the crew and officers who will be deployed on the vessel as per owner's requirement at least 10 days prior to sign-on.
26. The Operator should assign a competent Technical superintendent who will monitor all the maintenance and repair works on board the vessel. Technical superintendent should be in possession of MOT Class I certificate or MOT Class II certificate with minimum 10 years of sailing experience & out of which at least 2 years must have sailed on DP vessels. He should have handled dry docking repair works of at least 3 vessels of minimum 4000 GRT. He should visit the vessel at

every port call in India as well as outside India and will coordinate with ship's officers, operator and CSIR-NIO to organize and execute the maintenance and repair jobs in a scheduled manner. He has to ensure that vessel should be made available as per cruise schedule without delay. The Technical Superintendent needs to attend dry-dock of the vessel during the entire period. The dry-dock scope should be made well in advance (Before Six Months of schedule dry-dock) so as to facilitate its tender process. The technical superintendent should have tenure of minimum one year. The technical superintendent should be present on-board at all port calls (from arrival time to departure time of the vessel). He should also be available onboard vessel during dry docking and lay-off time as prescribed in the tender document.

27. In addition to the regular crew/officer as above the Owner with prior notice may ask for the services (as and when required) of qualified MBBS Doctor with minimum six months of sailing experience in any vessel. Transport/lodging and boarding of the doctor will be on Owner's cost.
28. Consumption of alcohol, drugs etc. by any personnel onboard is strictly prohibited onboard and also should not include in any anti-national activity.
29. The operator shall comply with all labour laws of the country including Contract labour (Regulation and Abolition) Act 1971 and Minimum Wages Act. Violation of any of the labour laws by the operator shall be entirely at operator's risk and cost.
30. The Crew and Officers should be employed for a reasonable period with explicit approval of CSIR-NIO. Any deviation on this will attract penalty. All the Officers and Crew are expected to maintain cordial relationship with the Scientists and assists them in executing the scientific tasks.
31. Proper handing and taking over between officers/crew need to be carried out at least 24 hrs prior to sailing with 24 hrs of overlap during crew/officer exchange onboard.
32. The working language onboard vessel is English. All officers and crew must be able to communicate in English.

C. Operation of the vessel:

1. Vessel will have maximum 20 Indian port calls and minimum 2 foreign port calls in a calendar year.
2. The crew will have to be deployed by the operator at the place(s) of postings at his own cost, as directed by the owner. The operator shall employ qualified (as specified by the concerned authorities and CSIR-NIO) and competent people to ensure smooth operation and safety of the vessel. The CSIR-NIO has every right to ask for replacement of any crew member, if found non-cooperative/incompetent.
3. The Operators shall be responsible for the operation and maintenance as mentioned in this agreement round-the-clock including Sundays/ Holidays and other closed/public holidays throughout the currency of this agreement.
4. The Crew/officers should be provided with working uniform and ceremonial uniform on-board at the Operator's cost. Ceremonial uniform for all officer and crew will be as per guidelines of DG shipping of India.
5. Proper PPE including, Overalls with safety helmet, rain coats, gumboots, ear muffs, gloves and safety shoes as working uniform for all ship staff should be provided onboard as per the guidelines at the Operator's cost.
6. Safety and health requirement as specified by PHO from time to time must be followed by the operator.
7. Daily tool box meeting must be conducted during morning hours along with Chief of Expedition, RVM staff, Captain, Chief officer, Chief engineer and ETO for discussion of scientific operations,

failure of any machinery and maintenance plan for the day and any other issues faced onboard during cruise. Minutes to be maintained onboard signed by respective persons.

8. During scientific cruise, Chief of Expedition holds the right to seek information directly from the Master/Chief officer/Chief engineer as and when required. During port onboard Senior RVM staff holds the right to seek information directly from the Technical Superintendent / Master/Chief officer/Chief engineer as and when required.
9. It is the responsibility of the operator to make the timely payment to all entities engaged under this contract. In the event of any compliant receiving on non-payment same shall be forwarded for prompt settlement and submission of necessary proof. In case the operator has not made due payment, CSIR-NIO may levy 0.5% per week after due date of payment on the outstanding payment as penalty.

D. Layoff:

1. During the currency of the contract, the owner may request the operator to lay off the crew either entirely or partly. Such lay off period shall be communicated to the Operator in advance. Payments during such period will be made to the Operator only for the number of persons deployed and as per the quoted rates for per day per person.
2. The Operator may prefer hot-layoff in case of long layoff and size the man power according to the regulation of hot-layoff.
3. The owner may request the operator to provide specific services during such lay off periods. Expenditure of major repairs by external parties will be reimbursed at actuals. Supervision of these major repairs by competent personnel/superintendent from operator will be the responsibility of the Operator at no extra cost.
4. Number of ship maintenance-days (lay-off) are around 20 days in a year when no dry-docking is planned. However, these days may exceed in case of any major maintenance routines of machineries/equipment or any unforeseen breakdowns of machinery/fumigation/de-ratting/annual survey etc. in consultation with the Owner. The ships shall be given total of 2 to 3 days after every cruise for bunkering, maintenance, crew/officer change and provision.
5. For any down-time due to major break-down of machinery just before sailing (12 hours), an allowable down-time of 12 hours is provided from the scheduled sailing time beyond which the appropriate LD clause shall apply.

E. Cruise Programs

1. A tentative cruise programme of the vessel will be provided from time to time for operation of the vessel. During the cruises, any or all of following activities will be conducted:
 - a) Collection of water and / or sediment samples using winches system, 'Gamma' and 'A' frame with CTD, Multi-corer, Piston Core, gravity core, spade core, dredge, grabs and any other sampling operation.
 - b) Deployment and retrieval of surface and deep sea instrumented moorings/Buoys using winch, crane and 'A' frame.
 - c) Underway data acquisition/Bathymetric survey using echo sounder, Multi-beam, para-sound, side scan sonar, sub bottom profiler etc.
 - d) Towing of instruments for seabed survey/sampling.
 - e) CTD, XBT, Met operations.
 - f) Data acquisition from sensors/samplers from Forward masts.
 - g) Lowering of portable multi-beam boom of instruments for seabed survey.
 - h) Collection of plankton samples using plankton net/MPN.
 - i) Underwater Swath Multi-beam survey, geophysical and Seismic surveys.
 - j) Deployment of rescue/ workboat for collection of samples from selected estuaries.

- k) Testing and operation of ROV, AUV, Submersibles and etc., at deep sea.
 - l) Biological sampling using vertical and horizontal sampling through various nets.
 - m) Any other activity as and when decided by CSIR-NIO.
2. The locations where samples will be collected will be given and discussed with Master who should comply with the plan. The locations and their numbers are subject to change. Sometimes the entire cruises plan may be changed. Collection of data and samples will be carried out during the day as well as night. The Chief Officer/duty officer will be responsible for safety of personnel and equipment onboard & should coordinate all deck related operations in consultation with the CSIR-NIO scientists during data and sample collections, loading & unloading of scientific equipments. The duty officers and deck hands handling the sampling stations will assist in operating the required deck machinery and sampling gear.
 3. In general, scientific voyages/cruise between port calls will be limited to the endurance of the vessel (45 days). Scientific voyages are expected to go to depths as shallow as 10 meters (modified draft of the vessel is 5.8 meters at location between Fr. Nos. 74-95). The Master should have the capabilities to do so. However, the Master must indicate in writing to the Chief of Expedition in the situation wherein he does not want to take the vessel to such areas from safety point of view. This situation will be assessed by the Chief of Expedition with available documentation.
 4. The ships shall be given 2 to 3 days for crew change, maintenance and getting provision/store, fresh water, bunker or any other spare after every cruise. Operator should arrange all the things well in advance so the cruise programs will not be delayed.

F. Catering The operator will provide the food and other beverages to the ship crew, scientists and owners personnel on board. Catering Charges for crew and officers to be borne by the Operator. Owners will pay only for the CSIR-NIO participants and owner personnel. Following is an example of the setup of menu.

- i. Bed Tea/Coffee with biscuits
- ii. Morning: Break Fast
 - a) Cereals (cornflakes and oats)
 - b) Fruit Juice and milk
 - c) Bread/Toast/Butter/Jam
 - d) Eggs on order (Scrambled/Omlette/ half fry/ Boiled egg)
 - e) Tea and Coffee
 - f) Puri-Bhaji, Bhaji Pao, Upma / Masala Dosa / French toast / different types of parathas / Idli /Vada / Veg and Non-Veg Sandwiches / onion utthapam/Chola batoora/ variety vegetable/variety non vegetable items/other items.
Item 'a' to 'e' will remain constant. Item 'f' will be defined as per the menu selected.
- iii. Mid Morning Break
Lime juice/fresh fruit juice/Aerated cool drinks,
Tea and coffee with biscuits and Namkeen/mixture.
- iv. Lunch and Dinner Menu:

Common items

 - Roti / Chapatti / Parathas , white Rice and Dal (Always)
 - Green salad, and Raita (Always)
 - Papad, Pickles, curds, butter milk (Always)
 - Fresh fruit and Soft Drink
 - a. Veg Menu should have:
 - Vegetable fried rice / Veg Biryani / Veg Pulav and other varieties of rice.
 - Two types of vegetables Masala (Rajama/Peas, etc.) and leafy with different type of preparations.
 - b. Non Veg (2 types) Menu should have:
 - Fish Curry / Fried Fish / Fish Masala /Crab Masala/Prawns Masala/ Tandoori Fish / Grilled Fish/Chicken Biryani / Mutton and other varieties.
 - Tandoori chicken/ Butter chicken/ Mutton and chicken xacuti/ Chicken curry/ Chicken Cafereal with French Fries / and other varieties.
 - c. Desserts:
 - Ice Cream (twice in a week Amul/ Kwaliti/ Vadilal)
 - Fresh Fruits
 - Indian sweets / and continental sweets
- v. Evening Tea Break:

Tea and coffee with Snacks (Cookies/ Khara / Batata vada / Samosa / Fruit Cake / Kanda Bhaje / Shankar Palely/ Sheera etc.)
- vi. Package drinking water to be supplied for all scientist/NIO personnel i.e. 4 liters per person per day. Portable Dispenser unit to be provided in all cabins if water is supplied in 20 liters' bottles.
- vii. Pantry in scientific/officers mess room and 1st deck day room with arrangement for tea, coffee, bread, butter, jam, biscuits, namkeen, cheese slice and instant noodles shall be available round the clock.
- viii. Late night refreshment comprising of eggs, sandwich and veg snacks should be made available on request by Chief of Expedition.
- ix. The bidder should also arrange to stock the fruit juices and soft drinks for entire duration of cruise.

Quoting of Rate:

Charges will be paid as per the agreed/negotiated rates offered in the tender submission i.e. Rs.____/- (Rupees _____ only) per day per person. Catering charges for twenty-nine (29) Scientists/ NIO Personnel for 365 days per year will be considered for price comparison. The rates will have to be indicated clearly for bed tea, breakfast, midmorning tea, lunch, evening tea, dinner and late night refreshments.

Catering Terms :

- a) If the food is rejected for the particular meal by the Chief of Expedition, an alternate good quality food will have to be provided. In the absence of alternate arrangement, no charges towards victualling will be paid by **the owner**.
- b) The Chief cook/asst. cook needs to have capabilities of baking for preparation of bakery items. Fresh Bread to be baked onboard and made available for every day. Fresh Cake to be made onboard during the cruise for any birthday/functions.
- c) The GSs to be well experienced in serving of the food onboard vessels with proper uniform (White Shirt and Black Pant). Chief Cook, Asst. cook and all GSs should wear proper cap to cover their hairs during cooking and serving the food. No Overall/Boiler suit will be allowed in the mess room area.
- d) The Operator should provide 16 (sixteen) Menus, which will be scrutinized by CSIR-NIO. Chief Cook will have to serve the food as per the Menu, or as per the request of the CSIR-NIO Representative in case of any official visit at port. Penalty shall be invoked if the food is not served generally as per the Menu.
- e) All utensils, crockery, galley equipment and galley items onboard will have to be handled carefully. All damaged, worn-out utensils and crockery will have to be replaced by the Operator at his own cost. The Owner/NIO representative will carry out periodic inspection and if the vessels/utensils/crockery are not in good conditions or unusable, the operator should provide the replacement at his cost during the immediate port call. The operator should maintain the inventory of vessel/utensils/crockery with same quality at all times.
- f) Operator has to provide food to cruise participants and CSIR-NIO Representatives during voyages and port calls. The food charges will be paid by **the owner** for the days the food is provided and will be on actual basis. The Chief of Expedition /CSIR-NIO Representative and Master will certify the list of persons to whom catering facilities have been provided. The number of scientists on board will be intimated generally seven days before the commencement of the cruise.
- g) All provision purchases must be of standard brands, quality and long shelf life and should be done well in advance so that there is no delay in sailing. The provision to be loaded during day time for verification by CSIR-NIO representative/s. Operator will be penalized for loss of sailing time.
- h) The expiry of all the provisions should last for the entire cruise duration.
- i) If a cruise participant / CSIR-NIO representative/s is suffering from sickness, including seasickness an appropriate diet will have to be provided to him/her irrespective of menu.
- j) Operator should own responsibility for providing hygienic and high quality food. In case of development of ailment due to contamination of food items provided by him. He will have to bear the medical expenses for treatment of such ailments.
- k) No payment will be made for the meal on which the food was rejected due to poor quality, substandard material, shortage from menu or not served as per set menu etc.
- l) NIO personnel/ Chief of Expedition has all rights to inspect/ monitor the galley stores/housekeeping and all related items at any time onboard and at any port, and all items of utensils, galley equipment, cutlery, linen, materials as well as supplies being provided by operator. The operator has to provide full and unhindered access for inspection by the NIO personnel at all time. Item rejected on inspection by owner referred in this clause shall be final and binding on the operator.

List of standard brands for preparation of food / meals

Sr. No.	Item	Name of Brands
1	Edible Oil	Sunflower oil, Ground nut oils, Rice Bran Oil (Saffola, Sundrop, Fortune, Gemini)
2	Aata	Ashirwad/Pillisbury/Fortune
3	Masala	Everest/Catch/Badasha/MDH
4	Tea	Brooke bond/TajMahal/Tata tea/Lipton
5	Coffee	Nescafe/Bru
6	Oats	Kelloggs/ Quaker oats/Saffola
7	Corn Flakes	Kelloggs
8	Fruit Juice	Tropicana/Real/Paper boat
9	Milk/Ghee and Dairy product	Amul/Gowardhan/Nandini
10	Bread	Britannia
11	Butter	Amul/Mother Dairy/Britannia
12	Cheese	Amul/Britannia
13	Honey	Dabur/Apis
14	Jam	Kissan
15	Sauce	Maggi, Tabasco, Kissan, Heinz
16	Noodles	Maggie Masala/Maggie Veg aata
17	Pickles	Priya/ Chandelkar/Shraddha/Mothers Receipe
18	Ice Cream	Amul/ Kwalitiy/ Vadilal/ Mother dairy
19	Cold Drink	Pepsi/Coca cola/Thums up/ Limca/ Sprite/ Mirinda/ Mountain Dew
20	Biscuits	Britannia bourbon/Good day/Parle G/Monaco/Krack Jack/Sunfeast/Dark Fantasy/Milk Bikis
21	Namkeen	Haldiram/Bikaner/Bikaji
22	Drinking water	Bisleri/Kinley/Aquafina/Himalaya
23	Linens	Bombay Dyeing/Raymond Home.
24	Cutlery	Borosil, LaOpala/Crystal
25.	Rice	Daawat/Kohinoor Charminar
26.	Masala oats	Saffola/Kellogg's

G. Housekeeping:

1. Linen, Towels, Soaps, Pillow Covers, Blankets cover should be changed at the beginning of the cruise and at every 7 (seven) days. All beds, Linen, Curtains, Chairs, table, drawers to be cleaned periodically (minimum once a week). The operator should maintain the inventory of laundry items with same quality at all times.
2. The entire vessel, ship's (Propulsion, Engine, A/C's, Electrical etc.) system, cabins/WC, lab, decks, Deck machineries, winch control room, winch room, hydraulic room, all stores, wheel

house, lifesaving appliances, FFA, deep freezer and all components will be kept tidy, clean daily and serviced Weekly. Only approved quality cleaning equipment and material will have to be used. All housekeeping tools and consumables will have to be provided by the operator at no cost to the owner, as this will include in lump sum cost.

3. All Officers/Scientist cabins, wash-room, day rooms, conference room, laundry room, Bathrooms and toilets have to be cleaned every day (between 8.00 hrs to 17.00 hrs) with proper cleaning material like Dettol, good quality phenol and floor/ toilet stain remover etc. An inspection register has to be maintained and a copy should be submitted along with the house keeping bills.
4. Maintaining overall vessel hygiene and keeping vessel's galley, Officers / Scientist / Crew mess-room, dish wash-room, common bathrooms and toilets, linen / laundry store spaces, labs, office, alley-ways and all other accommodation spaces have to be cleaned every day with proper cleaning material like Dettol, good quality phenol and floor/ toilet stain remover etc. An inspection register has to be maintained and submitted along with the house keeping bills.
5. The inside walls on Accommodation Deck including cabins and wash room etc. to be wiped with soap water/disinfectants every 7 days. An inspection register has to be maintained.
6. Galley to be cleaned daily and deep cleaned with disinfected solutions weekly.
7. There is laundry onboard. Linen and other items should be taken care of. Clean linen should be provided to all on board. In case, laundry is not operational, all linen should be sent to the laundry immediately on arrival of the vessel at port. Enough linen should be made available on board. Bathing Soap (100gm. / person/ cruise per week) and washing powder – (500gm. / person/ cruise per week) to be provided of good quality as specified.
8. Blankets to be sent to laundry after every 30 days or immediately on arrival of the vessel to port whichever is earlier. An inspection register has to be maintained and certified by master, Chief officer and NIO Rep. Same to be attached for claim of bills of housekeeping.
9. The vessel should be completely free of Pests, termites and insects etc. The Operator shall take necessary steps such as regular spraying of insecticides etc, and organic fumigation and de-ratting every three months at owner's satisfaction.
10. Cleanliness report to be prepared on daily basis by operator and should be duly signed by master/CO and NIO personnel. Same to be attached for claim of bills of housekeeping.
11. All other jobs as directed by the Owner from time to time. These jobs will be added to the existing instructions for catering and housekeeping.

12. List of standard brands for housekeeping and toiletries

Sr. No.	Item	Name of Brands
1	Bathing Soap	Pears/ Fiamma/ Park Avenue
2	Washing powder/liquid	IFB washing liquid/Surf excel/ Ariel
3	Washing Fabric conditioner	Comfort or equivalent
4	Washing Cake/Bar	Surf excel/Tide
5	Room Freshener	Air Wick/ Odonil/ Ambipur
6	Toilet cleaning liquids	Harpic/ Domex
7	Utensils cleaning	Vim bar/liquid

H. Medicines onboard:-

The medicines in the kit will have to be replaced as per the MMD/Port Health authority norms at the cost of **Operator**. It is responsibility of the operator to ensure all first aid kit is available onboard throughout the currency of contract.

I. Clearance of the vessel at Indian ports including foreign ports:-

1. Clearance of the vessel at ports including foreign ports, submitting ships documents to port authorities, arrangement of berths, transport etc. normal ports of call are indicated in the cruise plan.
2. The operator, through their local office/agent appointed by him, shall be responsible for obtaining port clearance, sign-on/sign-off, loading and offloading of any materials/equipment, custom and immigrations, arrangement of berths, pilotage whenever required at all ports only as indicated in the acceptance letter, at each calling port and shall maintain stay of the vessel in ports for the stipulated period in the cruise program. No delay on account of the above is permitted, except the ones that are beyond the control of the operator.
3. For any foreign port calls, all the expenses incurred towards handling of vessel for various services related to port call will be reimbursed on actual on submission of valid documents.

J. Supply of fresh water(potable):-

1. The operator should ensure optimum utilization of fresh water in the entire period of cruise. Fresh water is required in the laboratory, cleaning of deck equipment and washing of deck. The fresh water should be potable. Anytime if additional fresh water is required need to be supplied by the operator.
2. The supply of potable fresh water and necessary charges like transport, port clearance, barge/truck/pipe line charges or any other additional expenses for fresh water supply in any Indian port will be borne by operator. Operator should arrange fresh water in any port of India.
3. The operator should have a prior arrangement with the port for filling of fresh water.
4. For any foreign port calls, operator should arrange fresh water. Charges of fresh water, transport and any other charges related to supply of fresh water will be reimbursed on actual on submission of valid documents.
5. Minimum ROB for fresh water to be 100 MT.

K. Fuel Bunkering of vessel:-

1. Operator will bunker the vessel with **LSHF HSD / HSD** and necessary **LUBE** oils as and when required to keep the vessel operational all the time. The logbook containing the fuel level on board should be strictly maintained on twice a day basis and a report on weekly fuel consumption of the vessel will have to be submitted to CSIR-NIO. The FOB before and after bunkering will have to be certified by the Master, Engineer, reputed third party surveyor and CSIR-NIO person/ Chief of Expedition available at the time of bunkering the vessel.
2. The operator will also maintain proper engine room logbook on daily basis on running and maintaining of machinery, consumption of fuel oil, lube oils, fresh water, etc. and same to be submitted along with the monthly management fees bill to CSIR-NIO.
3. For any foreign port calls, operator should arrange bunker. Charges of bunker, transport and any other charges related to supply of bunker will be reimbursed on actual on submission of valid documents.

4. Minimum ROB of 100 KL **LSHF HSD / HSD** to be maintained. Bunkering of fuel to be carried out during normal working hours with sufficiently advance notice to be given to CSIR-NIO.

L) Transport:

1. Transport of Scientist to sign-on/ sign-off and movement of CSIR-NIO staff at all Indian ports shall be provided by the operator. The transport to be arranged as per requirements by CSIR-NIO. Time and kms will be calculated from the first pickup point till the release of the vehicle.
 - i) 350 calls for AC Toyota-Innova or equivalent vehicle at all Indian port at the rate of Rs. 3000 per trip for 10 hrs/100 km). Additional rate per km will be Rs 30 per km and additional rate per hour will be Rs.200
 - ii) 30 calls for 18 feet Trucks or equivalent within state of Goa (per trip will be 120 km).
2. Any additional calls for taxi and truck as requested by the OWNER shall be provided by the operator by taking cost approval from the chief of expedition.
3. Annual supply of 320 labours for loading and unloading of scientific equipment/materials in CSIR-NIO, Goa/Vizag/Mumbai/Cochin and all Indian port at a prescribed rate of Rs.765 per labour. Each labour will be of 8 hrs/per shift/day. The operator should arrange for transport; port entry/exit pass for the labour. Labour's shift time will start from the reporting of the loading/unloading point.
4. Extra labours in CSIR-NIO, Goa/Vizag/Mumbai/Cochin and all Indian port as requested by the OWNER shall be provided by the operator by taking cost approval from the chief of expedition.
5. Truck arrangements for ports other than the Goa port shall be provided by the operator by taking cost approval from the chief of expedition.
6. Transport by any other special vehicles like small vehicles, tempo traveller, ODC truck, refrigerated truck, cranes, forklift, container etc. shall be provided by the operator by taking cost approval from the chief of expedition.
7. All Taxi/truck/transport vehicles should have commercial permit.
8. Arranging port-entry/exit passes at any port in India for owner personnel & vehicle passes for owner personnel by the operator.
9. Arrangement of yearly port entry pass at Goa Port for 16 number of CSIR-NIO RVM staff by the operator.

M. Maintenance and repair works:

1. The operator shall carry out the routine maintenance, painting of all machinery, all spaces, accommodation and the superstructure during the entire contract period. The Operator should maintain the critical spares list and general spare list for all the machinery and equipment. Monthly spare inventory for all the machinery and equipment to be submitted to CSIR-NIO along with the Maintenance/General services bill.
2. Operator has to carry out maintenance audit for all non-statutory ship machinery and equipment's as per Annexure 5 from DG shipping approved agency as per the request of owner's.
3. During the voyage, all minor repairs will have to be within the capability of the crew of the vessel, the same has to be carried out by the operator after informing CSIR-NIO/ Chief of Expedition s on board. A separate logbook should be maintained for this purpose and details be reported to CSIR-NIO.
4. The operator is to maintain a software based planned maintenance system (PMS) and carry out the repairs of all engine, bridge, and deck machinery including the CTD winches, Deep sea winch,

CTCU, Hydrographic winch, Magnetometer winch, Aux winches, 'A' frames, 'gamma' frame, cranes as mentioned in Annexure 5, all galley items, laundry equipment, general laboratory equipment such as heaters, ovens, refrigerators, deep freezers, all furniture, etc. either directly or by engaging authorized service engineers of the systems with the consent of CSIR-NIO. The cost of repair, only when Operator gives in writing, that a repair is beyond competency of Operator's crew or Operator's shore based experts, will be reimbursed.

5. In regard to carrying out the repairs works, which are beyond the capacity of the crew and if such repairs occur during the warranty period, the same will have to be carried out by the supplier/shipyard. The operator needs to coordinate with the supplier/shipyard and facilitate the repair work after prior permission from CSIR-NIO.
6. **Spares:** - An inventory of spares and all systems will be made by CSIR-NIO and handed over to the operator. The operator can utilize these spares with the consent of CSIR-NIO for repairing and maintenance of systems. Minimum spares for equipment listed in Annexure 5 need to be procured and to be made available onboard so that possible repair jobs can be attended at sea. The spares essential for Generator set, Propulsion System, and critical machinery need to be stocked at all time. The actual spares to be stocked will be identified in consultation with CSIR-NIO. Any machinery spares/ material etc. to be procured and supplied to the vessel must adopt the following procedure:
 - i) Requisition form/email for the spares parts (consumable and non-consumable) from the Operator with proper justifications, which need to be approved by the competent authority of CSIR-NIO.
 - ii) The supply on-board must be accompanied by an original of the Invoice along with delivery challan (DC) from the supplier.
 - iii) The supply should be entered in the Stores Received Book (SRB) duly signed by Owner's representative or Master and ledger maintained on-board.
 - iv) The supply should be recorded and signed by the Mate in the Mate receipt on-board.
 - v) Mate receipt signed by Master, Mate and CSIR-NIO representative along with SRB entry, original invoice and cash receipt must accompany the claim of the Operator for reimbursement. This is applicable to all the materials supplied and received on-board.
 - vi) Spare parts (Consumable and non-consumable) bills shall be from the source of supply / OEM and purchased from authorized / recognized dealers will be reimbursed.
 - vii) Spare parts/ bill from Non-OEM that cost above Rs. 50,000 per single item (excluding Tax) will be reimbursed. The purchases made shall be on competitive basis with supportive quotations if sourced from the open market other than OEM's or as per Owner's norms.
7. If any damages result whereby the ship is rendered irreparable / useless, then the damages will include but not limited to the cost of the ship. The decision regarding damages as arrived at by the Surveyor will be the criteria for determination of damages. The owner shall provide all necessary assistance to the operator in claiming such damages from the underwriters. However, if it is found that the damages are due to the negligence of the operator, the charges towards replacements / repairs of such damages will be borne by the operator so that the vessel is again made operational.
8. Loss/damage of any items including tools, crockery, spares, mooring ropes due to negligence of the crew, the operator shall replace the loss/damaged items immediately at no cost to CSIR-NIO.
9. In case of any damage or complete replacement of any equipment onboard the operator should inform the owner with proper photographic evidences explaining the reason behind the repair or replacement.
10. The operator is to go through the list of equipment minutely to place a maintenance strategy with OEM or NON-OEM items. As it is practically not possible to have OEM service coming from abroad to be available for emergency breakdown jobs, the OPERATOR shall make the best efforts to get the Service Engineers from abroad for timely attending of repair. It is however allowed to use NON-OEM specialists to attend to OEM equipment where OEM services are not readily available for emergencies with approval from CSIR-NIO.

11. The Operator should liaise with Chief of Expedition to procure and supply any unforeseen spares / consumable required before and during the cruise like water sampler, gas cylinders, distilled water, acid, dry-ice, plastic crates, cables, electrical fittings, hard disk, workshop assistant, shackles, hardware tools, tapes, underwater tapes, safety items, and any other requirement. The operator should procure and supply these items after obtaining quotations from the local market with the approval from Chief of Expedition. However, such expenditure should be limited up to four lakhs only. The unforeseen expenditure will be reimbursed at actual and the bills should be raised within one month after the completion of the cruise.
12. It is also the responsibility of the operator to foresee the spares requirement and liaise with OEM for obtaining quotations and other procurement procedures with CSIR - NIO. In case of any breakdown of any OEM equipment (covered under complete management scope), the OPERATOR shall make efforts to send the defective component to OEM for repair/replacement.
13. Operator to arrange underwater diving services for cleaning transducers / repairs, and for all the maintenance requirements and also whenever instructed by the owner including hull /propeller cleaning. Underwater diving should be undertaken as and when required and reports [video/photos] shall be submitted. The service shall be undertaken along with the associate scientific partner and CSIR-NIO representative.
14. Ensuring vessel complies with the requirements of law of the Flag State and complies with ISM Code, ISPS Code, MLC rules.
15. For operation & maintenance of equipment/machinery, the charges shall be paid to the operator on satisfactory services and submission of cruise wise/ monthly reports. The Operator has to ensure that each of the equipment for which payments are sought is in operational conditions, tested at least once in a month. The operator shall maintain the equipment in a working condition and shall submit the report on readiness periodically once in month with the General services/Maintenance bill. Bill will not process without supporting documents.

N. Scheduling: -

Without affecting the general obligation, the operator shall be responsible for the following:

- i) To plan and implement a suitable Planned Maintenance System (PMS) as per OEM/ CSIR-NIO requirement for minimizing breakdown of machinery in order to ensure the operational availability of all equipment for a maximum period, and submit the same to CSIR-NIO for approval within **60** days from the date vessel is handed over to the operator and every month thereafter. Cost of PMS will be borne by the operator.
- ii) To plan and keep standby various requirements of critical spares of all machinery and equipments, all types of spares, stores, specialized equipment tools and services required for specific job, and various types of consumable items required for operations.

O. Dry-docking repairs: -

- i) The Operator will also do the dry-docking related repairs at a time as prescribed by the CSIR-NIO and in compliance with the statutory requirements. The operator's technical superintendent must plan, oversee and coordinate the dry-dock jobs well in advance prior to the dry docking schedule arrived at by CSIR-NIO, including the statutory surveys. The Technical Superintendent will liaise with OEM /Non-OEM and ensure the availability and timely delivery of necessary spares. The entire expenditure towards dry-docking shall be borne by CSIR-NIO. Operator will indemnify any losses occurred to CSIR-NIO by the wrong input/ advice/ supervision during the execution of dry docking contract. Suitable action also will be initiated for non-performance.
- ii) The following procedure shall be adopted for dry-docking jobs:

- a) OPERATOR shall submit a list of dry dock work scope/lay-off repairs to be carried out well in advance up to six months.
- b) CSIR-NIO shall tender the dry-docking repairs and identify/ select suitable yard to do the jobs.
- c) OPERATOR shall liaise, co-ordinate and get the jobs done in the time frame fixed jointly by CSIR-NIO, OPERATOR and shipyard.
- d) The vessels shall be dry-docked as per class requirements for hull cleaning, sand blasting and painting, overhauling of ship side valves and other classification society surveys as per the procedures.
- e) During Dry-dock, the OPERATOR has to arrange at his own cost for the stay and food for the officers/crew outside the vessel and arrange to provide security for the vessel and systems round the clock at his own cost.
- f) During every dry-docking stage, IRS, class surveyors should be arranged to inspect the vessel and certificates should be updated / validated.
- g) OPERATOR should depute Technical Superintendent during entire dry-docking at operator's cost. He will be responsible for execution of all dry dock related activities and submission of weekly progress report to CSIR-NIO. He shall verify and certify all work completion certificates along with NIO's representative and ship officers.
- h) OPERATOR has to emphasis on avoiding excessive growth of work during dry-docking.
- i) OPERATOR has to provide the list of spares (consumable and non-consumable) used during the dry-dock.

P. Communication:-

- i) The operator shall carry out routine maintenance of communication equipment and shall provide consumables after installation of such equipment during the warranty period, the satellite charges, if any, will be paid by CSIR-NIO.
- ii) The satellite/Radio telephone/fax/Wi-Fi/FBB/Telephone as the case may be, will be within the overall control of Master/Chief of Expedition/NIO Representative. Master should maintain a logbook for all calls/messages originated from the vessel. The Master will be responsible for any discrepancy between the logbook details and telephone/telex bills from Communication Company. Charges for the telephone/fax made by the operator and his men for their personal use will have to be borne by the operator. While claiming the telephone/fax bills the operator must deduct the amount due to their personnel use and the payment will be made to the operator accordingly. The calls made by CSIR-NIO scientists will also have to be entered in the log book. The amount towards the personal calls by CSIR-NIO scientists should be deposited with the Master by the concerned Chief of Expedition and the amount already deposited should not be claimed by the Operator. Statement of all such amount deposited onboard duly signed and stamped by the master will have to be attached along with the invoice.
- iii) The operator must maintain a mobile phone and high speed internet dongle on board vessel with master during dry-dock/alongside at port calls services so that communication can be established between the Ship, Operator's local office and also enable contact with the Owner or any outside party/agency. This phone and dongle can also be accessed by CSIR-NIO team.

Q. Software base Planned Maintenance System (PMS)

The operator is to maintain a software based planned maintenance system (PMS) like ShipMate/Nozzle/ Prime Marine/Naviox and carry out the repairs of all engine, bridge, and deck machinery including the CTD winches, Deep sea winch, CTCU, Hydrographic winch, Magnetometer

winch, Aux winches, 'A' frames, 'gamma' frame, cranes as mentioned in Annexure 5 either directly or by engaging authorized service engineers of the systems with the consent of CSIR-NIO. Operator should suggest the cost effective PMS system for the vessel. Operator should have at least five licenses for the PMS system of which two licenses will be onboard, two to be installed at CSIR-NIO, Goa and minimum one for the operator. Installation and update of the PMS software onboard and CSIR-NIO, Goa to be done by the Operator. All equipment, machinery, all spare parts to be updated on the PMS software.

Software may be online or offline (desktop base).

1) For online software or cloud base software, there should be proper communication and updates between vessel, operator office/Technical Superintendent and CSIR-NIO, Goa.

2) For offline or desktop base software, there should be one master PC at bridge for deck side and Client PC at ECR for daily update. Master PC will send data to cloud through internet at port/V-sat or through email facility.

R. Reimbursable Service Charges: -

CSIR-NIO shall reimburse the actual costs of the following items during the tenure of contract on production of original receipts.

- 1) The cost of bunkering including the service charges for reputed third party (acceptable to NIO) surveyor, transportation and handling charges in any Indian and Foreign port will be paid by the operator and shall be reimbursed by CSIR-NIO at actual.
- 2) Charges related to Indian and Foreign port call including port charges, pilotage, tug boat, berth charges and other related to port calls will be reimbursable at actuals on production of original bill from port authority/custom/immigration/CISF/Coast Guard and approved by NIO.
- 3) Operator will procure OEM Spares/Consumables on behalf of CSIR-NIO at CIF at designated Port/Airport. Bills will be reimbursed at actual on CIF with Government levies/taxes on production of original receipt. A lump sum of rupees 5,000/- Will be paid to operator against clearing charges, internal transportation (if any) and other miscellaneous charges per consignment. Necessary approvals for the procurement of spares/consumables need to be obtained from the OWNER with need and justifications. In certain cases, if the designated port of delivery and ship location are different the internal transportation charges from port of delivery to ship location will be paid at actuals.
- 4) Non-OEM spare/consumables bills that cost in excess of Rs. 50,000 per single item (excluding GST) will be reimbursed at actual at CIF at designated Port/Airport. Bills will be reimbursed at actual on CIF with Government levies/taxes on production of original receipt. A lump sum of rupees 5,000/- Will be paid to operator against clearing charges, internal transportation (if any) and other miscellaneous charges per consignment. Necessary approvals for the procurement of spares/consumables need to be obtained from the OWNER with need and justifications. The operator is to ensure competitive prices for non-OEM spares by providing minimum three quotations and necessary approvals for the procurement of spares/consumables need to be obtained from the OWNER with need and justifications.
- 5) Breakdown maintenance cost or repair cost of all shipboard equipment as mentioned in Annexure 5 is reimbursable. Necessary approvals for the repair need to be obtained from the OWNER with need and justifications.
- 6) All-inclusive cost towards OEM Service Engineer / OEM authorized/recognized service engineer including accommodation, boarding, and transport is reimbursable after production of original invoice. In special cases when OEM service are not readily available we may avail the services of Non OEM service engineer. All-inclusive cost towards Service Engineer including accommodation, boarding, and transport is reimbursable after production of original invoice.

- 7) OEM recommended engine lubricating oils, hydraulic oils and greases for all engine, deck and other shipboard machineries are reimbursable at actuals.
- 8) Any new additions and modifications, class requirement/ owner requirements in the vessel, both service and raw material costs are reimbursable. Any other statutory requirements due to rule / regulation change is also reimbursable.
- 9) Reimbursement of cost towards Satellite communication will be as per **clause- P (II) above**.
- 10) In addition to the above, owner may direct the Operator to perform any other service viz. fitment of new equipment, directly connected with the operation of the vessel not specifically mentioned in this agreement at extra cost, and agrees to reimburse the amount. Service charges at actual shall be paid towards installation of the equipment on production of original bill from OEM/port authority/custom/immigration/CISF/Coast Guard and approved by NIO.
- 11) Charges towards any additional ordinary seaman as requested by the OWNER will be reimbursed on pro-rata basis as per actuals.
- 12) Decoration of vessel for functions/VIP visit at actuals.
- 13) Cost towards hiring of floating crane/ crane barge/ shore crane for load test on the ship or CSIR-NIO authorized material handling/ Project cargo transfer or any activity authorized by NIO. Charges for hiring slings & other handling gear required for heavy loads shall be reimbursed
- 14) Repair of entertainment equipment like TVs/ music-systems/ DVD players/Set top box, dish antenna as required. Recharge amount for Dish TV / all Set Top Boxes will be reimbursable. Dish TV packages will be chosen by the OWNER.
- 15) Charges for owner's personnel services provided during any pandemic, local SOP, any vaccination, PCR/Antigen tests.
- 16) Replenishment of RVM inventory list (**Annexure-6**) as and when required by CSIR-NIO.
- 17) Replacement of linen, pillow cover, pillows, bathing towels and hand towels as per the vessel inventory or according to MLC survey observations.
- 18) Reimbursement of taxi, truck and labour as specified in clause L will be at the prescribed rate.
- 19) Additional request for transport of scientists to sign-on/ sign-off at all Indian ports will be reimbursable at actuals by providing supporting bills and approved by CSIR-NIO.
- 20) Transport of cruise material by 18 feet truck at all Indian ports other than Goa and additional request of truck at Goa port will be reimbursable at actuals by providing supporting bills and approved by CSIR-NIO.
- 21) Transport by any other special vehicles like ODC truck, refrigerated truck, cranes, container etc. will be reimbursable at actuals by providing supporting bills and approved by CSIR-NIO.
- 22) All types of insurances like H&M insurance, P&I Insurances etc. as per DG shipping guidelines and non-individual group insurance for all Scientists / owner's personnel. The premium payment receipts must be in the name Director, CSIR-National Institute of Oceanography, Dona Paula, Goa. The premium on all the above cases will be reimbursed by CSIR-NIO at actual to the operator.
- 23) The cost of the paint is reimbursable. If the owner has requested to paint the entire ship, all other administrative and logistic charges will be reimbursable. Painting once in three months for deck (polyurethane) and super structure paints (Alkyd). All bilge areas (epoxy primer and epoxy), void and machinery spaces once in six months. The paints shall be of AKZO NOBLE or equivalent as approved by CSIR-NIO. Paint scheme also to be approved by NIO. Painting of all deck machinery, ship side,

weather decks, super structure, guard rail and Painting of accessible external hull above sea water (without scaffolding) shall be carried out once in four months by employing suitable labour at pier/ anchorage.

- 24) Cost towards repair and replacement of galley equipment's will be reimbursable.
- 25) Repair, maintenance and replacement of equipment panels, switch board, UPS systems distribution systems.
- 26) Replacement of all batteries for navigational, GMDSS, all UPS system and emergency lighting.
- 27) If the owner / Surveyor has requested for underwater diving with specific jobs, the cost of underwater diving will be reimbursable.
- 28) Cost towards maintenance audit for all non-statutory ship machinery and equipment's as per Annexure 5 from DG shipping approved agency as per the request of owner's will be reimbursable.
- 29) Charges related to hiring a doctor will be reimbursable.
- 30) Cost of software base PMS with 5 licences, installation, update and hardware.
- 31) In addition to above, the owner may direct the operator to perform any other service connected with the operation of vessel not specifically mentioned in this agreement. The expenditure for the requested service will be reimbursed at actuals by providing supporting bills and approved by CSIR-NIO.
- 32) Port entry pass, Custom and immigration clearance, Survey fee/charges, transport, stay and incidental charges for IRS, MMD surveyors, CISF/ Port/ Coast Guard and other statutory surveys will be reimbursable.

Any supplies of reimbursable items to the vessel viz. machinery spares/ material must adopt the following procedure:

- i) Requisition form/email for the reimbursable items from the Operator with proper justification need to be approved by the competent authority of CSIR-NIO.
- ii) The supply on-board must be accompanied by an original of the Invoice along with delivery challan (DC) from the supplier.
- iii) The supply should be entered in the Stores Received Book (SRB) duly signed by Master and Owner's representative and ledger maintained on-board.
- iv) The supply should be recorded and signed by the Mate in the Mate receipt on-board.
- v) Mate receipt signed by Master, Mate and CSIR-NIO representative along with SRB entry, ORIGINAL invoice and cash receipt (proof of payment) must accompany the claim of the Operator for reimbursement. This is applicable to all the materials supplied and received on-board.

S. General services for the contract to be included in Management Charges:

1) Consumables, spares, other service items

- a) Cleaning materials, soaps, washing powder, detergent, V-belts, bolts, nuts, clamps and gaskets (not special in nature).
- b) Freon Gas / Refrigerant for A/C plant, Split A/C and all type of A/C.
- c) OBM petrol.
- d) Painting tools such as paint brush, chipping machine, Wire brush, buffing wheel etc.
- e) Electrical spares such as, fuses, MCB, bulbs, tube-lights, flood light bulbs, common switches, 3 pin 230V sockets, navigational lights bulbs, diode, capacitor, small transformer, contactor, over load relays, bulb holders, PLA relay, measuring instruments, choke, starter, push button, switches (lighting), socket, petroleum jelly, PVC flexible hose, insulator, terminal connector, all type of electric cable/wire.

- 2) The supply of potable fresh water and necessary charges like transport, port clearance, barge/truck/pipe line charges in any Indian port.
- 3) Log-books for Deck, Engine & Communication and SRB and relevant stationery on board. Log-book and other stationery items to be printed as per the requirement. Monthly, quarterly and annual reports/ other documents that are to be submitted to CSIR-NIO on the operator head.
- 4) Replacement of Medicines on-board as per the MMD/Port Health authority norms.
- 5) The cost towards travel, accommodation, medical and catering to ship's crew and technical superintendent.
- 6) The cost of replacement of all damaged utensils and cutlery.
- 7) Repair and replacement of all metal doors/hatches/guard rails/PU ceilings/ aluminium frames/ SS frames/door handles/door locks, door stopper.
- 8) Minor carpentry works like
 - i) Repair and replacement of, door locks, door closers, cupboard lock and handles, chairs etc.
 - ii) Ropes, lashing belts, lashing ropes, clamps for Fitting, placement and lashing of scientific equipment, computer including labs also.
- 9) Arrangement of yearly port entry pass at Goa Port for 16 CSIR-NIO RVM staff in Goa port.
- 10) The vessel should be fully fumigated and de-ratted once in 3 months, the work should be executed by pest control firms. Fumigation/ de-ratting charges include charges of accommodation/ transport and lodging/boarding of Crew/officers during that period.
- 11) Repair/replacement cost on flood lights/minor electrical circuit components/fuses/ bulb/ control panel bulbs. Expenditure towards all electrical spares procured from local sources/ NON-OEM sources.
- 12) Repair/replacement of general purpose power cables and telephone cables.
- 13) Cost towards all standard and general tools on utility on board ship.
- 14) Minor plumbing work/ pipe repair work, repair/renewal of fresh water and sea water taps/ flushes/sinks/commode/ Health Faucets with pipes/showers/ mixers or any fresh water or sea water leaks in the concealed panels. Cleaning of the fresh water tank as and when required.
- 15) Operator's communication costs with his own Crew, statutory authorities, MMD, DGS, IRS or any other agency.
- 16) Lodging and food expenditure for the ship Crew outside the vessel during the dry- dock period in any ship yard.
- 17) Repair of side panel / ceiling panels and renewal. The colour of the renewed ceiling shall reasonably match the existing colour.
- 18) Repair, maintenance of welding machines, cutting machines, grinders and drilling machines. Replenishment of all related accessories (welding rod, holder, cutting wheel, drill bits, etc) and safety gears of the respective machineries.
- 19) Charts and navigational publications on any IMO/ DG shipping publication weekly/ yearly. Publications weekly/ monthly or any periodicals necessary to supply to the vessel as per statutory requirements. Regular updates of ECDIS charts as per DG shipping.

- 20) Maintenance/repair/replacement of computers, printers, Xerox machines etc. except lab systems. Supply of printer cartridge, stationery items and other consumables.
- 21) Replacement of Water jug, Water Glass, buckets, mugs, dustbin, foot mats in every six months.
- 22) Medical kits, medicines and first aid boxes.
- 23) Charges for annual service of all Life Saving Applications (LSA), FFA (Fire Fighting Apparatus) and LSS (Life Saving Systems) equipment. Annual surveys charges including transportation, port clearance, Service, survey, repair and replacement. Any repairs on the existing system to satisfy and pass the surveys are to the cost of the Operator. Any new additions warranted by the change of law are to be owner account. Transportation/class fee is to the account of Operator.
- 24) Replenishment of SOPEP items.
- 25) All the cost towards removal and proper disposal of waste, garbage, oily-sludge or any contaminated bilge water generated during the operation of ship with due permission from the port.
- 26) Services towards all navigation and communication equipment including all mandatory license renewals for ECDIS, all DGPS, VHF. Services like Annual subscription, SBMC, annual license fee for all navigation and communication equipment.
- 27) Supply of stores and provision to the vessel including transportation, customs clearance, loading and unloading should be at operator cost.
- 28) If the vessel calls at any Indian port, the Operator shall provide necessary logistic support for that port call, at no additional cost to CSIR-NIO towards service charge/agency charges/ ship chandler charges.
- 29) Expenditure towards scientific team's personal belongings, scientific materials and material authorised by NIO for clearance by customs/CISF/Port/Immigration etc.
- 30) Charges for uniform and boiler suit, rain coat, safety shoes/gum boot, ear muff, Safety helmets. Other items related to PPE for crew and officers.
- 31) Spare parts/ bill from Non-OEM that cost below Rs. 50,000 per item will be non-reimbursable.
- 32) The cost of mobile phone and internet dongle provided to the master on-board.
- 33) Renewal of the licences for all the systems/equipment applicable in Annexure-5.
- 34) Cutlery and galley related items included mixer grinder, pressure cooker, utensils, chop board, knife etc.
- 35) Arrangements of Indian Port Entry passes for the Foreigners for a maximum number of 30 passes per year.
- 36) Arranging Indian port-entry/exit passes for NIO personal at any port for a minimum number of 1200 & vehicle passes of 400 in a year.
- 37) Transport charges for the Immigration, Customs and PHO officer during the Indian port calls.
- 38) Ship Chandlers charges for supplying provision, deck/engine/ scientific store, spare parts (OEM and non OEM), cabin stores, fire and safety equipment etc. on-board vessel including clearance from custom, immigration and port authority.
- 39) Annual Agency Service charges for clearance at ports, pilotage including Customs / immigration / port clearances for the vessel, equipment, sign-on/sign-off of scientists and their belongings.

- 40) Supply of freshwater from recognized supplier or as per the demand of Owner for the entire period of cruise and refilling in every port of call as required. Cleaning the tanks and the filtration system on routine basis or as and when required.
- 41) Annual shore-based maintenance contract (SBMC) for navigational and communication equipment.
- 42) Ship and scientific equipment/machinery and their parts which are required for service/repair/calibration at outside of the vessel, the necessary port clearances to be arranged.
- 43) All other services which are not mentioned in the reimbursable clause.

CHAPTER 5

Eligibility & Qualification Requirements

5.1 Eligibility Criteria

- a) Invitation for Bids is open to all Indian domestic service providers. Only Class-I and Class-II local suppliers are eligible to participate in Domestic tender enquiry.
The bidder should fill up and submit Chapter-8: Annexures -M & N with the bid/offer.
- b) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods / services to be procured.
The bidder should fill up and submit Chapter-8: Annexure -I with the bid/offer in support of this criterion.
- c) The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.
The bidder should fill up and submit Chapter-8: Annexure -I with the bid/offer in support of this criterion.
- d) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services only if the bidder is registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020.
The bidder should fill up and submit Chapter-8: Annexure-O with the bid/offer in support of this criterion.
- e) The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or a Company (partly or wholly) owned by Government of India. Bidder may be Joint Venture, Consortium or Association so long as they are formed and registered prior to the date of bid submission.
Copy of Certificate of Incorporation issued by Registrar of firms/companies is to be submitted in support of this criterion.

5.2 Technical Qualification Criteria

The bidder should have experience in providing all round complete management services to government / government undertakings / reputed private business houses / corporates. Documentary evidence of providing such services and experience gained by way of contract copies / work orders and satisfactory performance certificate from the owner should be enclosed.

- I. The bidder's registered office as shipping management company should be in operation for the last five years ending March 2025; and
- II. The bidder should have at least five years (ending March 2025) of experience in manning, operation, maintenance and management of ocean going vessels having crew and officers compliment of 19 or more; and
- III. The bidder should be presently operating and managing a fleet of minimum three vessels with crew and officers compliment of 19 or more; and
- IV. The bidder must have experience of similar work in at least one foreign going vessel (of minimum 4000 GRT), and experience of at least one vessel with DP/diesel-electric propulsion (minimum endurance more than 25 days), during the last five years ending March 2025.
- V. The bidders shall have offices at major ports of India, such as Mormugao, Mangalore, Kochi, Tuticorin, Chennai, Visakhapatnam, Kolkata, Paradip, and Port Blair. In any of these ports, if the bidder does not have his office he shall have agreement with reputed

shipping agents to provide necessary service. List and addresses of offices of the bidder or documentary proof of working arrangement with agents of repute at the above ports of India to be provided. If the vessel calls at any other Indian port, the bidder shall provide necessary logistic support for that port call, at no additional cost to CSIR-NIO towards service charge/agency charges.

- VI. List of management and technical staff with details of their qualifications and experience in providing support for operation, maintenance and management of vessels should be provided. Proof of competency/certificates should be provided. (Technical management capability (PMS, ERP, Technical systems), Crew management and HR (crew recruitment and training, manning strategy and wage structure), MLC documentation, Welfare and grievance redressal, Work arrangement/ agreement with shipyard and workshop for undertaking repair work).
- VII. The PRICE BID should be as per the Annexures 1, 2, 3 and 4 attached.
- VIII. The bidder should have valid Document of Compliance (DOC) and Recruitment and Placement Service License (RPSL) issued by competent authorities (DG Shipping, etc) at the time of bidding and must maintain the validity of these documents till the end of the contract. Failure to comply with this condition will lead to the termination of contract and forfeit his Performance bank guarantee.
- IX. Letter of confirmation of offer and validity.

Documentary proof of performance to be submitted. The bid of those who don't have the above minimum experience will be rejected.

Complete management services means deployment of navigation & engine side crew for total operation and maintenance of deck and engine room machinery (list attached) and maintenance of scientific machinery (list attached), as well as general upkeep of vessel in totality including housekeeping, catering on board and shore services.

5.3 Financial qualification criteria

- a) The average annual financial turnover of 'The bidder' during the **last three years**, ending on 31st March 2025, should be at least **₹50 crore**.
- b) The net worth of the Bidder firm should not be negative on 31st March 2025 and also it should have **not eroded by more than 30%** (thirty percent) in the **last three years**, ending on 31st March 2025.
- c) A copy of the annual report (**audited balance sheet and profit & loss account**) of the relevant period (1st April 2022 to 31st March 2025), duly authenticated by a Chartered Accountant/Cost Accountant, is to be submitted **in support of this criterion**.

5.4 Evaluation of bids

- a) Bidder who fulfil the eligibility, technical and financial qualification criteria shall be considered for evaluation of their bid.
- b) Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure.

5.5 Applicability in Special Cases:

a) Applicability to 'Make in India'

Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- i. their foreign 'Make-in-India' associates meet all the criteria above without exemption, and

- ii. the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- iii. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- i. their principal manufacturer meets all the criteria above without exemption, and
- ii. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- iii. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

c) For Existing Successful Past Suppliers

In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

d) Joint Ventures and Holding Companies

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

a) Doctrine of Substantial Compliance

The Eligibility and Qualification Criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Eligibility and Qualification Criteria. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
 - i. The Principal manufacturer directly or through one Indian agent on his behalf; and
 - ii. Indian/foreign agent on behalf of only one principal.
- d) Foreign bidders must disclose the name and address of agent and representatives in India and Indian bidder must disclose their foreign principal or associates.

CHAPTER 6

FORMAT OF PRICE BID

- 1) **Technical bid** should specify all terms and conditions of contract except prices.
- 2) Wherever lump sum value has been asked for line item, the bidder shall quote strictly lump sum rates for the entire job in that item. Wherever the unit rates have been asked for the bidder shall quote the unit price and calculate charges for 365 or 100 days (as applicable) and fill up last column (**unit price x number of personnel x number of days**).
- 3) Rates quoted for A, C and D should be exclusive of GST. GST shall be extra as applicable.
- 4) Rates quoted for B, E, F, G and H should be inclusive of GST.
- 5) Total contract cost for the first year is the sum (A + B + C + D + E + F + G + H).
- 6) Percentage increase on first year contract cost for second and third year may be specified and evaluated values may be specified in the last column.
- 7) Total contract cost for 3 years should be mentioned in online BOQ. Price comparison for evaluation of L-1 will be done for total contract cost for 3 years.
- 8) The bidder should fill up prices in **Price Bid** format given below and submit it along with online **BOQ**.
- 9) If there is **mismatch** in these two values (total contract cost for 3 years in Price Bid Format and BOQ) then **bid is liable to be rejected** for further processing.
- 10) **Filled up Price Bid** as given below should be **attached as PDF along with BOQ**.

Format for price bid (Year 1)

Sr. No.	Management (A)		
	Operation of the vessel	Vessel in the seas	
		Charges per crew/day	Charges for 365 days
	Master (with valid DP certificate)		
	Chief Officer		
	2 nd Officer		
	3 rd Officer		
	Chief Engineer		
	2 nd Engineer		
	3 rd Engineer		
	ETO-1		
	ETO-2		
	ABS-1		
	ABS-2		
	ABS-3		
	Deck Fitter		
	Ordinary Seamen-1		
	Ordinary Seamen-2		
	Ordinary Seamen-1 (For Scientific operations)		
	Ordinary Seamen-2 (For Scientific operations)		
	Ordinary Seamen-3 (For Scientific operations)		
	Ordinary Seamen-4 (For Scientific operations)		
	Engine Fitter		
	Oiler-1		
	Oiler-2		
	Oiler-3		
	Chief Cook		
	Assistant cook		
	General Steward/Laundry man		
	General Steward -1		
	General Steward -2		
	Total (Rs.)		
		Total 'A'	Rs.

	General services of the contract (B)	Lumpsum Cost for 365 days
i)	Lumpsum amount for all general services as mentioned in chapter IV-T.	
ii)	Cost of hiring Technical superintendent to monitor the jobs defined in Chapter IV-B. 26.	
	Total 'B'	Rs.

Sr. No.	Catering (C)	Charges per person per day (Rs)	Charges for 29 scientists for 365 days
1.	Charges for providing food and beverages as specified in the tender Chapter IV F		
i)	Bed Tea/coffee with biscuits		
ii)	Breakfast		
iii)	Mid-morning Tea/ Juice		
iv)	Lunch		
v)	Evening tea with snacks		
vi)	Dinner		
vii)	Late Night Refreshments		
	Total 'C'		Rs.

Housekeeping (D)	Lump sum amount for 365 days
Charges for providing housekeeping services as specified in the tender Chapter IV G	Rs.
Total 'D'	Rs.

Doctor (E)	Charges per Doctor per day	Charges per Doctor for 100 day
Charges for providing Doctor as specified in the tender as specified in the tender Chapter IV B.27	Rs.	Rs.
Total 'E'		Rs.

Transport Vehicle Innova (F)	Charges for One Innova/ equivalent vehicle	Lump sum amount for 350 Innova/ equivalent vehicle
Charges for AC Innovas or equivalent vehicle for 80 km as specified in the tender Chapter IV L.1.i	Rs.	Rs.
Total 'F'		Rs.

Transport Vehicle Truck (G)	Charges for One truck of 18 feet	Lump sum amount for 30 Trucks of 18
Truck charges for 120 km as specified in the tender Chapter IV L.1.ii	Rs.	Rs.
Total 'G'		Rs.

Labour (H)	Charges for One labour	Lump sum amount for 320 labours
Labour charges as specified in the tender Chapter IV L.3	Rs.	Rs.
Total 'H'		Rs.

Total cost for 1st year (A+ B + C + D + E + F + G + H) = Rs. _____

(Signature, Name and Seal)

Format for price bid (Year 2)

Sr. No.	Management (A)		
	Operation of the vessel	Vessel in the seas	
		Charges per crew/day	Charges for 365 days
	Master (with valid DP certificate)		
	Chief Officer		
	2 nd Officer		
	3 rd Officer		
	Chief Engineer		
	2 nd Engineer		
	3 rd Engineer		
	ETO-1		
	ETO-2		
	ABS-1		
	ABS-2		
	ABS-3		
	Deck Fitter		
	Ordinary Seamen-1		
	Ordinary Seamen-2		
	Ordinary Seamen-1 (For Scientific operations)		
	Ordinary Seamen-2 (For Scientific operations)		
	Ordinary Seamen-3 (For Scientific operations)		
	Ordinary Seamen-4 (For Scientific operations)		
	Engine Fitter		
	Oiler-1		
	Oiler-2		
	Oiler-3		
	Chief Cook		
	Assistant cook		
	General Steward/Laundry man		
	General Steward -1		
	General Steward -2		
	Total (Rs.)		
		Total 'A'	Rs.

	General services of the contract (B)	Lumpsum Cost for 365 days
i)	Lumpsum amount for all general services as mentioned in chapter IV-T.	
ii)	Cost of hiring Technical superintendent to monitor the jobs defined in Chapter IV-B. 26.	
	Total 'B'	Rs.

Sr. No.	Catering (C)	Charges per person per day (Rs)	Charges for 29 scientists for 365 days
1.	Charges for providing food and beverages as specified in the tender Chapter IV F		
i)	Bed Tea/coffee with biscuits		
ii)	Breakfast		
iii)	Mid-morning Tea/ Juice		
iv)	Lunch		
v)	Evening tea with snacks		
vi)	Dinner		
vii)	Late Night Refreshments		
	Total 'C'		Rs.

Housekeeping (D)	Lump sum amount for 365 days
Charges for providing housekeeping services as specified in the tender Chapter IV G	Rs.
Total 'D'	Rs.

Doctor (E)	Charges per Doctor per day	Charges per Doctor for 100 day
Charges for providing Doctor as specified in the tender as specified in the tender Chapter IV B.27	Rs.	Rs.
Total 'E'		Rs.

Transport Vehicle Innova (F)	Charges for One Innova/ equivalent vehicle	Lump sum amount for 350 Innova/ equivalent vehicle
Charges for AC Innovas or equivalent vehicle for 80 km as specified in the tender Chapter IV L.1.i	Rs.	Rs.
Total 'F'		Rs.

Transport Vehicle Truck (G)	Charges for One truck of 18 feet	Lump sum amount for 30 Trucks of 18
Truck charges for 120 km as specified in the tender Chapter IV L.1.ii	Rs.	Rs.
Total 'G'		Rs.

Labour (H)	Charges for One labour	Lump sum amount for 320 labours
Labour charges as specified in the tender Chapter IV L.3	Rs.	Rs.
Total 'H'		Rs.

Total cost for 1st year (A+ B + C + D + E + F + G + H) = Rs. _____

(Signature, Name and Seal)

Format for price bid (Year 3)

Sr. No.	Management (A)		
	Operation of the vessel	Vessel in the seas	
		Charges per crew/day	Charges for 365 days
	Master (with valid DP certificate)		
	Chief Officer		
	2 nd Officer		
	3 rd Officer		
	Chief Engineer		
	2 nd Engineer		
	3 rd Engineer		
	ETO-1		
	ETO-2		
	ABS-1		
	ABS-2		
	ABS-3		
	Deck Fitter		
	Ordinary Seamen-1		
	Ordinary Seamen-2		
	Ordinary Seamen-1 (For Scientific operations)		
	Ordinary Seamen-2 (For Scientific operations)		
	Ordinary Seamen-3 (For Scientific operations)		
	Ordinary Seamen-4 (For Scientific operations)		
	Engine Fitter		
	Oiler-1		
	Oiler-2		
	Oiler-3		
	Chief Cook		
	Assistant cook		
	General Steward/Laundry man		
	General Steward -1		
	General Steward -2		
	Total (Rs.)		
		Total 'A'	Rs.

	General services of the contract (B)	Lumpsum Cost for 365 days
i)	Lumpsum amount for all general services as mentioned in chapter IV-T.	
ii)	Cost of hiring Technical superintendent to monitor the jobs defined in Chapter IV-B. 26.	
	Total 'B'	Rs.

Sr. No.	Catering (C)	Charges per person per day (Rs)	Charges for 29 scientists for 365 days
1.	Charges for providing food and beverages as specified in the tender Chapter IV F		
i)	Bed Tea/coffee with biscuits		
ii)	Breakfast		
iii)	Mid-morning Tea/ Juice		
iv)	Lunch		
v)	Evening tea with snacks		
vi)	Dinner		
vii)	Late Night Refreshments		
	Total 'C'		Rs.

Housekeeping (D)	Lump sum amount for 365 days
Charges for providing housekeeping services as specified in the tender Chapter IV G	Rs.
Total 'D'	Rs.

Doctor (E)	Charges per Doctor per day	Charges per Doctor for 100 day
Charges for providing Doctor as specified in the tender as specified in the tender Chapter IV B.27	Rs.	Rs.
Total 'E'		Rs.

Transport Vehicle Innova (F)	Charges for One Innova/ equivalent vehicle	Lump sum amount for 350 Innova/ equivalent vehicle
Charges for AC Innovas or equivalent vehicle for 80 km as specified in the tender Chapter IV L.1.i	Rs.	Rs.
Total 'F'		Rs.

Transport Vehicle Truck (G)	Charges for One truck of 18 feet	Lump sum amount for 30 Trucks of 18
Truck charges for 120 km as specified in the tender Chapter IV L.1.ii	Rs.	Rs.
Total 'G'		Rs.

Labour (H)	Charges for One labour	Lump sum amount for 320 labours
Labour charges as specified in the tender Chapter IV L.3	Rs.	Rs.
Total 'H'		Rs.

Total cost for 1st year (A+ B + C + D + E + F + G + H) = Rs. _____

(Signature, Name and Seal)

Total contract cost (Three Years)

	Amount
Total Cost for year 1 (Annexure 1)	
Total Cost for year 2 (Annexure 2)	
Total Cost for year 3 (Annexure 3)	
Grand Total	

Grand Total cost (in words):

Signature, name and seal of the bidder

CHAPTER 7

A: Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made
the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by National Institute of Oceanography, Goa(hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier](hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for Services, viz., [insert brief description of Goods / Services] and has accepted a Bid by the Supplier for the supply of those Goods / Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)](hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a)	This Contract Agreement
(b)	General Conditions of Contract
€	Special Conditions of Contract
(d)	Scope of services / work
€	The Supplier's Bid and Price Bid
(f)	The Purchaser's Notification of Award
(g)	[Add here any other document(s)]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed : *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Signed : *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed : *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

B: Letter of Award (LOA) of Contract

Confidential

Order No.....

Dated

Contract Title:

To,
M/s.

Sub: Award of contract for Tender No: [insert contract number] and contract title: [insert contract title]

Ref. Your Offer No. [insert offer number] against our Tender no. [insert tender no] opened on [insert date of opening of tender] and subsequent correspondence No. dated

Dear Sir/Madam,

I am directed to inform you that after evaluating the bid documents submitted by you as referred above, The Director, CSIR- National Institute of Oceanography is pleased to inform you that you have been selected as the successful bidder to carry out **Operation, Maintenance and Management of Oceanographic Research Vessel Sindhu Sadhana**. The total purchase price shall be[enter amount]....., as indicated in your Price bid submitted on [enter date], in accordance with the procedures intimated in the relevant bid documents. You are requested to be personally present at [insert address] for the signing of the contract by [enter date]. In this respect, we also request you to submit the performance security of [insert amount of Rupees in words] by [insert date] (*within 21 days from the date of LoA*) Please apply for refund of EMD deposited.

You are requested to execute necessary agreement within fourteen days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of ₹10 (Rupees Ten) and revenue stamp of Rupee one shall be affixed on the enclosed agreement form.

This LOA/notification concludes the legally binding contract between you and the CSIR- National Institute of Oceanography, till issue of a formal contract.

Yours truly,

[Authorised Officer]
For & on Behalf of the
Council of Scientific and
Industrial Research

Enclosure: Agreement Form along with the schedule of services

CHAPTER 8

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Manufacturers' Authorization Form	B
3	Bid Security Form / Earnest Money Deposit	C
4	Bid Securing Declaration Form	D
5	Performance Statement Form	E
6	Service Support Form	G
7	Deviation Statement Form	F
8	Bid Form	H
9	Format for declaration by the Bidder for Code of Integrity & conflict of interest	I
10	Format of Integrity Pact	J
11	Performance Security Form	K
12	Performance Report Formats	L
13	Certificate of Local Content	M
14	Certificate of Price break up of Local Content	N
15	Self-Certification	O

Bidder Information Form

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No .:[insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM *

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date : *[insert date (as day, month and year) of Bid Submission]*

Tender No. : *[insert number from Invitation For Bids]*

To : *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.14 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*(Not required in case the bidder itself is the manufacturer / service provider)

BID SECURITY FORM

Whereas

(hereinafter called the tenderer)has submitted their offer dated
for the supply of_____
(hereinafter called the tender)Against the Purchaser's Tender
No. _____KNOW ALL MEN by these presents that WE _____ (Bank
Name)of _____ having our registered office at
_____ are bound unto _____ (hereinafter called the
"Purchaser")

In the sum of _____ of

For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors
and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day
of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(a)	Fails to furnish the Performance Security for the due Performance of the contract.
(b)	Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)Name and designation of the officer
Seal, name & address of the Bank and address of the

Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

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; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
 in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

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

Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

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

PERFORMANCE STATEMENT FORMS**Technical Qualification criteria- Clause- 5.2**

- a) The bidder's registered office as shipping management company should be in operation for the last five years ending March 2025.
- b) The bidder should have experience in providing all round complete management services to government / government undertakings / reputed private business houses / corporates. The bidder should have at least five years (ending March 2025) of experience in manning, operation, maintenance and management of ocean going vessels having crew and officers compliment of 19 or more.
- c) The bidder should be presently operating and managing a fleet of minimum three vessels with crew and officers compliment of 19 or more.
- d) The Bidder must have experience of complete management services of at least one foreign going vessel of minimum 4000 GRT within the last five years up to March, 2025.
- e) The Bidder must have experience of complete management services of at least one DP/ diesel-electric propulsion (minimum endurance more than 25 days) class vessel within the last five years up to March, 2025.

Sr. No.	Contract / Order Placed by (full address of Purchaser)	Contract / Order No. and date	Value of order	Period of Contract		Name of Vessel	Name of Contact person of Purchaser along with Telephone Number and e-mail address	Fulfilment of TQC (Clause 5.2 a/b/c/d/e)
				From	To			

Relevant copies of Purchase Orders/Contracts along with certificate of its successful completion / execution is to be submitted in support of each of TQC.

Signature and Seal of the Bidder _____

Place: _____

Date: _____

DEVIATION STATEMENT FORM**(Refer Clauses 1.9 and 1.25 of Tender Document)**

I. Technical Bid shall comprise of the documents as per the requirement of the Tender Document. The documents specified below should be scanned and **uploaded in PDF format in proper sequence**. The scanned documents uploaded as part of Technical bid should be scanned in high resolution for better readability.

i) Technical Bid Cover-1

Sr. No.	Document Required	Reference Clause & Forms of tender document	Submission
1	EMD of amount specified in NIT OR BSD if EMD is exempted	1.15	Yes / No
2	Bid form- Tender Acceptance form	Chapter-8: Annexure-H	Yes / No
3	Declaration by the Bidder for Code of Integrity & conflict of interest	5.1 (b), 5.1(c)& Chapter-8: Annexure-I	Yes / No
4	Self-Certification	1.1.3, 5.1(d) & Chapter-8: Annexure-O	Yes / No/NA
5	Bidder Information Form	Chapter-8: Annexure-A	Yes / No
6	Certificate of Incorporation	5.1 (e)	Yes / No
7	Integrity Pact	1.41 & Chapter-8: Annexure-J	Yes / No

ii) Technical Bid Cover-2

Sr. No.	Document Required	Reference Clause & Forms of tender document	Submission
1	Annual Financial Report (audited balance sheet and profit & loss account) of the last three financial years, duly authenticated by a Chartered Accountant/Cost Accountant	5.3	Yes / No
2	Deviation Statement	Chapter-8: Annexure-F	Yes / No

iii) Technical Bid Cover-3

Sr. No.	Document Required	Reference Clause & Forms of tender document	Submission
1	Unpriced bid with Scope of services and Terms & Conditions	Chapter-4	Yes / NA
2	Performance Statement Form along with relevant documents and copies of Purchase Orders / Contracts	5.2 & Chapter-8: Annexure-E	Yes / No

II. The following important conditions of the tender document are fulfilled as given below:

Sr. No.	TENDER REQUIREMENT	COMPLIANCE
1	Bid Validity (90 days after the date of Bid opening)	Yes / No Bid valid up to _____
2	Agree to submit Performance Security 5% of Annual Contract Value	Yes / No

III. The financial qualification criteria as specified in Clause 5.3 of the Tender document is fulfilled by us and the copies of the annual reports (**audited balance sheet and profit & loss account**) of the relevant period (1st April 2022 to 31st March 2025), duly authenticated by a Chartered Accountant/Cost Accountant, are submitted in support of the following information:

- i) The average **annual financial turnover** of our firm M/s _____ during the **last three years**, ending on 31st March 2025, is more than **₹50 crore** as per the following data:

Financial Year	2022-23	2023-24	2024-25	Average
Annual Financial Turnover in Rupees crore				

- ii) The net worth of our firm M/s _____ had not been negative on 31st March 2025 and also it has not eroded by more than 30% (thirty percent) in the **last three years**, ending on 31st March 2025 as per the following data:

Financial Year end date	2022	2023	2024	2025
Net worth in Rupees lakh				

IV. **Price bid** comprises of **BOQ (format in Chapter-6)** filled up on CPPP website <https://etenders.gov.in>.

Date:
Bidder

Signature and seal of the

SERVICE SUPPORT FORM

Sr. No.	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/ service provided	Name and address of service provider

Date:

Signature and seal of the Manufacturer/Bidder

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No. :

To : Director, CSIR-NIO, Goa

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, Pre-Bid Conference, including Addenda / Corrigendum No.: [insert the number and issuing date of each Addenda]
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Requirements for Operation, Maintenance and Management of RV Sindhu Sadhana as specified in Chapter-4 and Chapter-10
(c)	The prices are separately mentioned as per format of Bill of Quantity (BOQ) of this tender.
(d)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(e)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.12 for the due performance of the Contract
(f)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed : [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated on _____ day of _____, _____ [insert date of signing]

ANNEXURE-I

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under **Clause 1.3** of ITB of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods / services to be purchased under this Invitation of Bids / Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format of Integrity Pact

INTEGRITY PACT Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by **Director, National Institute of Oceanography, Goa** hereinafter referred to as “The Principal” andherein referred to as “The Bidder/ Contractor” for the purpose of Tender process of Tender No. and subsequent execution of contract.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Operation, Maintenance and Management of Oceanographic Research Vessel Sindhu Sadhana**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principal mentioned above.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annexure.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors (IEMs)

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- 4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.

- 8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Signature of Witness 1:
(Name & Address):

Signature of Witness 2:
(Name & Address):

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1) Monthly Report

Monthly Report (To be submitted along with Monthly Management fee bill) Duly Certified by Master	
Job undertaken and completed by Chief Officer	
Job undertaken and completed by Chief Engineer	
Job undertaken and completed by Deck crew	
Job undertaken and completed by Engine crew	
Attendance sheet of Technical Superintendent onboard at port call /dry dock/layoff	
Service rendered for clearance at Ports, Pilotage etc.	
Operational log book of Deck Machinery and Cranes	
Operational log book all Engine room machinery	
Details of Maintenance in Engine side (including faults, alarms, error and rectification)	
Details of Maintenance in Deck side, Deck machinery and cranes (including faults, alarms, error and rectification)	
Maintenance undertaken for Scientific Machinery and status of the same	
Chief of Expedition rating for catering	
Chief of Expedition rating House keeping	
RVM rating for Ordinary seamen(Scientific Purpose)	
ROB of all the spares and list of spares consumed.	
ROB of critical spares to be provided and steps initiated to replenish the critical spares	
Incidence report, if any	

2) Annual review report should contain the following:

- i) Report on regular maintenance, like chipping and painting status.
- ii) Report on housekeeping / cleanliness of the vessel.
- iii) Report on all machinery maintenance like all Engine, thruster, alternator, motors, drives, controls, pumps, STP, deck machinery, winches, Fresh-water generation plant major breakdowns and repairs carried out.
- iv) Status of life saving equipments.
- v) Timely supply of provision and housekeeping items to vessel and adhere to the cruise schedules.
- vi) Status of Insurance claim if any filed.
- vii) History of maintenance of all machinery and Hull.
- viii) Dry docking / Lay-off repairs & maintenance report for the vessel.
- ix) Timely clearance of vessel adheres to the cruise schedules.

3) Port Activity Report (To be submitted to CSIR-NIO within five days after completion of the cruise)

Sr. No.	Activity	Date	Description
1	Port Arrival		
2	Number of Trucks Used for offloading scientific Materials		
3	Labour used for offloading scientific equipment		
4	Number of Innovas/equivalent vehicle used for sign off of scientific team		
5	Quantity of fresh water received		
6	Quantity of Bunker received		
7	Provision/store received		
8	Any OEM/Non OEM workshop visit at port		
9	Spare parts received		
10	No. of Truck Used for loading scientific Materials		
11	Labour used for loading of scientific equipment		
12	Number of Innovas/equivalent vehicle used for signon of scientific team		
13	Port entry/ exit passes for vehicles used by CSIR-NIO/owner representative		
14	Port entry/ exit passes for Scientific team/owner		
15	Departure from the port		

Certificate of Local Content
(to be enclosed along with **Technical Bid**)

Ref: Clause 1.30.9 and Chapter-9(Part-A) of the Tender No. _____

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum Local content for the Services offered vide our offer/bid No. _____ dated _____ as specified below:

- ☐ Class-I Local Supplier with **local content of 50% and above**
OR
☐ Class-II Local Supplier with **local content of 20% and above but less than 50%**
(Tick appropriate category of Local Supplier)

We are **not claiming the services** such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed : *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name : *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Certificate of Price break up of Local Content
(to be enclosed along with **Price Bid**)

Ref: Clause 1.30.9 and Chapter-9(Part-A) of the Tender No. _____

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum Local content for the services offered vide our offer/bid No. _____ dated _____ as specified below:

- ☐ Class-I Local Supplier with **local content of 50% and above**
OR
☐ Class-II Local Supplier with **local content of 20% and above but less than 50%**

(Tick appropriate category of Local Supplier)

Minimum Local content is _____ % as per Price break up given below:

Component of cost		Imported product / services		Domestic value addition to product / services	
		In Foreign Currency US\$ or specify	In Rupees Exchange Rate @ 1 US\$ = Rs	In Rupees	Location of value addition
i	Services				
ii	Material				
iii					
	Total Quoted Price = (X + Y)		X =	Y =	

$$\% \text{ Local Content} = \left(\frac{Y}{X + Y} \right) \times 100$$

We are **not claiming the services** such as transportation, insurance, installation, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition. **These cost components should not be included in Y above.**

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed : *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name : *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Self-Certification

With reference to **Clause No. 1.1.4 of this tender** and Gol Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)” & OM No. F. No. 18/37/2020-PPD dated 8th February, 2021;

It is certified that

- ☐ We are not a bidder of a country which shares a land border with India.

OR

- ☐ We are a bidder of a country which shares a land border with India, however, we are **eligible to bid** in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (Gol) Order No. 6/18/2019 – PPD dated 23rd July 2020. **Copy of valid registration is attached.**
- ☐ **Tick as applicable**

Place:

Date:

Authorised Signatory

Name:

Company Seal

Chapter-9

- A) **Price preference to Local suppliers as per Make in India procurement policy of Govt of India**
Reference: DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by
Ministry of Commerce (Govt of India)

Only Class-I and Class-II local suppliers are eligible to bid for all procurements other than Global Tender Enquiry and Purchase preference shall be given **with reference to provisions of above DPIIT order** and as specified below:

- i) Definitions of terms applicable to **Make in India procurement policy of Govt of India**
- a) '**Local content**' means the **amount of value added in India** which shall be the total value of the item procured (**excluding net domestic indirect taxes**) **minus** the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b) '**Class-I Local supplier**' means a supplier provider whose product offered for procurement meets the **local content of 50% and above**.
 - c) '**Class-II Local supplier**' means a supplier provider whose product offered for procurement meets the **local content of 20% and above but less than 50%**.
 - d) '**Non-Local supplier**' means a supplier provider whose product offered for procurement meets the **local content of less than 20%**.
 - e) '**L1**' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation .
 - f) '**Margin of purchase preference**' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- ii) Tendered goods are **divisible** in nature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract **with the margin of purchase preference of 20% to Class-I Local supplier**:
- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
 - b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iii) Tendered goods are **not divisible** in nature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract **with the margin of purchase preference of 20% to Class-I Local supplier**:
- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.

- b) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
- c) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- d) Only Class-II Local suppliers are **not eligible to get price preference** under this clause.
- iv) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Class-I Local supplier	Finalization of tender
Can be Split	L1	Full order on Local supplier
Can be Split	Not L1 but within L1 + 20%	50% order on Class-I Local supplier subject to matching L1 price
Cannot be Split	L1	Full Order on Local supplier
Cannot be Split	Not L1 but within L1+20%	Full Order on Class-I Local supplier subject to matching L1 price

v) **Verification of local content**

- a) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (Chapter-8: Annexure-M& N) that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.
- b) Bidder shall also give price break up and the location(s) at which the local value addition is made in the form of Annexure-N (Chapter-8). **Annexure-M**(Chapter-8) should be enclosed with **Technical bid** and **Annexure-N** should be enclosed as part of **Price bid**. Bidder **cannot claim the services** such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty **as local value addition**.
- c) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- d) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

B) Price Preference to MSEs

- i) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.
- ii) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such

Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (where the tender quantity can be split).

- iii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the goods can be split.
- iv) In case the tendered quantity of goods cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- v) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- vi) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- vii) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within	25% order on MSE subject to matching L1
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within	Full Order on MSE subject to matching L1

- viii) The purchase preference to MSE is **not applicable** for works contracts where supply of goods not produced by MSEs is also involved.
- ix) Price preference shall be made applicable subject to **bidder meeting the following conditions as MSE firm:**
 - (a) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original not arised copy of the DIC certificate. The MSE's Bidder to note and ensure that **nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**
 - (b) **Traders / resellers / distributors / authorized agents will not be considered for availing benefits** under Public Procurement policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
 - (c) The registration certificate issued from any one of the above agencies must be **valid as on Bid closing date of the tender**. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
 - (d) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for EMD exemption / preference.**
 - (e) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.