

Earth Science System Organisation
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
(Ministry of Earth Sciences, Govt. of India)
Headland Sada, Vasco-da-Gama GOA 403 804, INDIA
Tel: 91- (0) 832 2525503 Telefax: 91- (0) 832 2520876
Website: www.ncaor.gov.in

GLOBAL NOTICE INVITING TENDER

Director, National Centre for Antarctic & Ocean Research (NCAOR) invites sealed bids in two-parts (part I ó Technical bid & part II Financial bid) superscribing Tender No. Item and due date from relevant well established / reputed firms to be considered for appointment as ‘**Consultant for Research Vessels**’ as per the details below:-

Sl. No.	Tender No.	Item Description	Cost of Tender Doc. (Tender fee)	Bid Bond
1	NCAOR/NORV/07	Appointment of Consultant for Research Vessels	Nil	Rs. 10,00,000/- or USD 17000/- or Euro 12500/-

Date of pre-bid meeting : 17th November, 2014 / 1000 hrs IST.

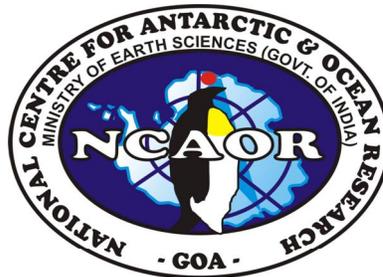
Last date for submission of quotation : 23rd December, 2014 / 1200 hrs IST.

The tender document is available in our website <http://www.ncaor.gov.in> and Central Procurement Portal <http://www.eprocure.in>. Interested firms may download the details and submit the quotation on or before the due date as per the tender conditions.

The Director, NCAOR is not responsible for any transitional/postal delays. The quotations will be opened on **23rd December, 2014 at 1500 hrs IST** in the presence of tenderers or their authorized representatives. The Director, NCAOR reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

DIRECTOR

**Earth Science System Organisation
NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH
(Ministry of Earth Sciences)
Headland Sada - Goa**



TENDER DOCUMENT

***APPOINTMENT OF CONSULTANT FOR
RESEARCH VESSELS***

(Ref No. NCAOR/NORV/07)

October, 2014

Tender Document - Consultant for Research Vessels

CONTENTS

		<u>Page No</u>
PART A		
Section 1	Introduction	5
Section 2	Scope of work	6
Section 3	Outline Specifications of Research Vessels	12
Section 4	Instructions to Bidders	24
Section 5	Terms of Payment	34
Section 6	Evaluation of bids	35
Section 7	Model Services Agreement	37
PART – B		
Section 8	Bid Submission Form	50
Section 9	Details of bidders experience and capabilities	51
Section 10	Form for Price Bid	53
Section 11	Proforma of Bank Guarantee for Bid Bond	54
Section 12	Proforma for Performance Bank Guarantee	55
Section 13	Proforma for Bank Guarantee for 10% advance	57
Section 14	Special terms for Consortium bidders	59

PART A

SECTION 1 : INTRODUCTION

- 1.1 The National Centre for Antarctic & Ocean Research (hereinafter referred to as NCAOR) is the nodal organization for polar research in India which is an autonomous R & D institution functions under the aegis of Ministry of Earth Sciences, Government of India. NCAOR also carries out frontline oceanographic research and exploratory programmes in tropical seas as well.
- 1.2 NCAOR is proposing for acquiring three research vessels, two for carrying out oceanographic research and one for fishery research and other exploratory programmes of India. For this purpose, NCAOR invites bids from reputed firms or consortiums with relevant experience for awarding the work of CONSULTANT FOR RESEARCH VESSELS for developing Guideline Specifications Document (GSD) and cost / time frame estimation for all three vessels.
- 1.3 The work has to be carried out and deliverables are to be submitted by Consultant according to the scope of the work specified in this tender document at Section 2.
- 1.4 NCAOR invites Bids for the provision of the above mentioned services. Bid complete in all respects and complying with all the requirements set out in this Tender Document should be sent in two cover system as specified in this document to the following address:

**THE DIRECTOR
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
(Ministry of Earth Sciences)
Headland Sada,
GOA – 403 804, INDIA.
Tel: 91-(0)832-2520876 Fax: 91-(0)832-2520877**

- 1.5 Please refer to the instructions to bidders at Section 4 for filling and submitting Bid. The Bid should be received by 1200 hrs Indian Standard Time (IST) on 23rd December, 2014.
- 1.6 The Technical bid shall be opened on 23rd December, 2014 at 15:00 hrs (IST) in the office of the NCAOR, in the presence of the bidders or their authorized representative(s), if any. No separate formal invitation shall be extended to the bidders for this purpose.
- 1.7 NCAOR reserves the right to reject any or all of the proposals received in response to this invitation of Bid without assigning any reasons whatsoever.

END OF SECTION 1

SECTION 2 : SCOPE OF WORK

2.1 INTRODUCTION TO SCOPE OF WORK

Services of a professional consultant are sought for collating functional requirements for three vessels and preparing Guideline Specifications Document (GSD) encompassing all systems and sub-systems and preliminary General Arrangement. It is also required to estimate the cost and timeframe for construction and delivery of the vessels based on the above information. NCAOR proposes to engage the consultant for the above jobs in order to submit the proposal to Government of India for project sanction. The same GSD shall be used for the purpose of tendering for the construction of the vessels.

2.2 VESSELS

The proposal is to acquire two Oceanographic Research Vessels (hereinafter referred to as ORV) and one Fishery Oceanographic Research Vessel (hereinafter referred to as FORV) of 80 to 90 metres long. The functional requirements and outline specifications of proposed vessels are provided at Section-3 of this tender document.

2.3 SCOPE OF WORK

The consultant shall provide the following services:

- 2.3.1. To develop concept designs for two ORVs and one FORV based on outline specifications and other terms provided in this tender document. The concept designs and technical specifications shall be conforming to Classification rules and in accordance with National, International, legal frameworks and as per international shipbuilding practices / norms. The consultant shall broadbase the design so as to allow the shipyards to quote their own proven designs adapted to meet requirements of NCAOR. The specifications shall be drawn such that the comparison of different designs occurs on a common minimum baseline specifications and provide equal opportunities to all shipyards.
- 2.3.2. To develop required specifications for Hull, Machinery, Electrical, Outfitting, accommodation and all other ships requirements as per class and statutory requirements. In preparing the technical specifications, the consultant is to ensure that the items specified (ship machinery and accessories) are generic and are not favourable to any one manufacturer / group.
- 2.3.3. To provide makers list for all major & critical machinery / equipment. The makers should be reputed firms engaged in manufacture/supply of relevant shipboard machinery/equipment.
- 2.3.4. Specifications and makers list of scientific equipment shall be provided by NCAOR. The consultant should append details of all suitable handling systems to be fitted onboard e.g. for coring, dredging etc. All operational facilities required for each equipment on a research vessel and to be provided by the shipyard are also to be detailed and provided in the GSD.

1.

- 2.3.5. The consultant is also to prepare and provide a format for the Shipyards compliance of specifications as part of GSD.
- 2.3.6. The consultant should consider maximum standardization among similar equipment used in the three ships.
- 2.3.7. To present the concept designs and technical specifications, makers list etc. for approvals of NCAOR. Design review, modifications and necessary corrections to the concept design may need to be carried out upon the users suggestions
- 2.3.8. Bidder will critically examine all aspects required for shipbuilding, including but not limited to the following while developing the concept design and building specifications:

2.3.8.1. SHIP GENERAL

1. General Description
2. Main Particulars
3. Draught and Deadweight / displacement
4. Speed and Range
5. Range and endurance calculation
6. Material and construction
7. Powering calculations, Propulsion system configuration
8. Accommodation, Crew & Scientists comfort
9. Preliminary General Arrangement
10. Noise & Vibration
11. Safety & Survival facilities
12. Acoustic radiation
13. Model testing requirements
14. Stability and trim
15. Seakeeping & Maneuverability
16. Documentation
17. Tests and trials
18. Authorities, classification and certificates
19. Capacities
20. Inspection and supervision
21. Spare parts
22. Buyer furnished equipment
23. Launching and dry-docking
24. Galley / Saloon / Cabins requirements
25. Logistics . Stores, Fuel & FW capacity etc
26. Medical facilities
27. Preliminary Structural Estimates
28. Cargo-holds
29. Fatigue analysis
30. Other items required as per normal ship building practice.

2.3.8.2. HULL STRUCTURE

31. Structural design and scantling calculations as per class requirements
32. Structural lay outs

2.3.8.3. HULL OUTFITTING & DECK OUTFITTING

33. Anchors and chains
34. Wires and ropes
35. Reels and gratings
36. Windlass

37. Chain stoppers
38. Capstans
39. Steel hatches
40. Rudders
41. Rudder bearing
42. Thrusters
43. Propellers
44. Watertight doors
45. Steel doors
46. Heeling tanks
47. Bitts and rollers
48. Handrails and hand-holds
49. Rails and stanchions
50. Ladders
51. Side ladder
52. Rescue and service boats
53. Davits
54. Lifesaving appliances
55. Fire detection, production and extinguishing appliances
56. Deck cranes, winches
57. Frames
58. Scientific winches
59. Battery room
60. Stores
61. Lifting Device
62. Deck fittings
63. Cordages
64. Name and port of registry
65. Miscellaneous markings and labeling
66. Windows and side scuttles
67. Deck space for scientific operations

2.3.8.4. MACHINERY

68. Propulsion machinery
69. Shaft and bearings
70. Emergency diesel generators
71. Thrusters
72. Steering gear
73. Propulsion control system.
74. Fuel oil and hydraulic oil system
75. Lube oil and hydraulic oil system
76. Cooling water systems
77. Heating systems
78. Ballast, Bilge and fire systems
79. Compressed air system
80. Potable water system
81. Sewage treatment system
82. Refrigeration plant
83. Diesel exhausts system
84. Incinerator
85. Pipes, valves and accessories
86. Miscellaneous

2.3.8.5. ELECTRICAL & CONTROL SYSTEM

87. General requirements
88. Power generation and distribution

- 89. Integrated Power Management System (IPMS)
- 90. Main and emergency distribution
- 91. Electric load and DG set capacity arrival with a growth margin of 20%
- 92. Electric shore supply
- 93. Transformer and power supply on deck
- 94. Cables, electrical installation and earth wire
- 95. Motors, starters, converters and stop heaters
- 96. Distribution panel
- 97. 24 V D.C system
- 98. Lighting and plugs
- 99. Internal communications
- 100. T.V. System and radio transmission
- 101. Monitoring system and alarms
- 102. Tools and equipment
- 103. Accessories

2.3.8.6. ACCOMODATION AND ACCESSORIES

- 104. General
- 105. Crew
- 106. Bulkheads ceilings
- 107. Insulation
- 108. Accommodation doors
- 109. Floor covering
- 110. Furniture
- 111. Upholstery
- 112. Accommodation
- 113. Galley and saloon requirements
- 114. Store rooms
- 115. Wheel house
- 116. Recreational / entertainment rooms
- 117. Gymnasium
- 118. Sauna
- 119. Table Tennis room
- 120. Satellite TV

2.3.8.7. LABORATORIES, SCIENTIFIC SERVICES AND EQUIPMENT

- 121. General
- 122. Scientific spaces equipments as per outline specifications
- 123. Furniture and accessories
- 124. Gas storage for cylinders / Balloon filling station
- 125. Core handling / subsampling room / required facilities
- 126. Scientific spaces with regulated temperature
- 127. Transducer room
- 128. Deck work shop
- 129. Gas supply
- 130. Services for mobile laboratories
- 131. Installations, handling systems, accessories for scientific equipment
- 132. Operations plan for major equipment
- 133. Scientific equipments as per the list
- 134. Regulated power supply
- 135. Conference room / Presentation facilities.

2.3.8.8. AIR CONDITIONING, VENTILATION AND HEATING SYSTEM

- 136. Preliminary HVAC system sizing and configuration
- 137. Air conditioning machinery and systems
- 138. Exhaust system

- 139. Engine room ventilation system
- 140. Mechanical ventilation
- 141. Air conditioning and ventilation diagram for complete ship
- 142. Ventilation ducts
- 143. Trials

2.3.8.9. NAVIGATION AND COMMUNICATION EQUIPMENT

- 144. LSA / FFA plans
- 145. Gyro compass / Magnetic compass
- 146. Autopilot/Track control
- 147. Radars
- 148. Ship course system
- 149. DGPS Satellite navigation system
- 150. Echo sounders
- 151. Speed log
- 152. Yaw, Pitch, and Roll sensors
- 153. Meteorological facsimile and satellite image receiver
- 154. Anemometer
- 155. Inclinator
- 156. Telephone, fax, Telex, email
- 157. Nautical Equipment
- 158. GMDSS station
- 159. Lights and Acoustic signals
- 160. Masts and antennas
- 161. Flag Mast
- 162. Clear screen
- 163. SART
- 164. EPIRB
- 165. Integrated bridge
- 166. Voyage Data Recorder (VDR)
- 167. Integrated data networking (LAN)
- 168. DP System
- 169. Any other mandatory items.

2.3.8.10. PAINTING AND MATERIAL PROTECTION

- 170. General
- 171. Corrosion control, protection and allowances in materials selection
- 172. Surface preparation
- 173. Paint works
- 174. Plates and profiles
- 175. Paint scheme
- 176. Aluminium structure preparation
- 177. Painting marks
- 178. Cement
- 179. Galvanization
- 180. Cathodic protection

2.3.9. For finalizing the GSD, the consultant has to visit NCAOR or anywhere in India for discussing with users, experts and expertsqcommittee for finalizing the GSD and completing the deliverables. Interactions with the prospective users of the vessel and scientists of NCAOR, CMLRE and other agencies nominated by NCAOR shall also be carried out by the consultant during the course of the work.

2.3.10. FORV shall be carrying out fishery research and other operations in Southern Ocean waters also in Austral summers. Accordingly, the technical features required, additional strengthening and class to be adapted for above operations

and safe survival in Southern Ocean waters in Austral summers are to be drawn up and incorporated by the consultant in OSD and the cost implications thereon.

- 2.3.11. To provide **time estimation** in details for complete construction and delivery of said three vessels.
- 2.3.12. To provide **cost estimation** with split-up details for the acquisition of the proposed ships as per the designs developed, including deck & engine machinery, scientific equipment and all fitments. The costing should include testings, trials, trainings and all miscellaneous expenditures till delivery of vessel.
- 2.3.13. All the above outputs shall be submitted as two hard copies and one soft copy. (Soft copies of drawings to be provided as image files and in other formats readable by autocad).

2.4 DELIVERY (Output from the Consultant)

Unless otherwise directed by NCAOR, all deliverables, reports, data, drawings in hard and soft copies shall be delivered, transportation prepaid (if any) to:

**THE DIRECTOR
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
(Ministry of Earth Sciences)
Headland Sada, GOA – 403 804, INDIA.
Tel: 91-(0)832-2520876; Fax: 91-(0)832-2520877.**

END OF SECTION 2

SECTION 3 : OUTLINE SPECIFICATIONS OF RESEARCH VESSELS

3.1. Common features, functional requirements for all three vessels (all figures indicative)

- 3.1.1. **Endurance:** 60 days. The vessel should be able to self support for a total of 60 days at sea which will include cruise at a speed of 12 Knots for about 30 days and station work for about 30 days. Freshwater for a minimum period of 15 days is to be carried onboard and to be replenished by redundant generation systems onboard.
- 3.1.2. **Speed:** Max speed: 13.5 knots at 90% rating of main propulsion thrusters and Operating speed: 12 knots.
- 3.1.3 **Accommodation:** Upto 35 scientific and support staff and the crew as required, total not exceeding 60. Ship officers and crew should be accommodated considering operating conditions and following regulatory guidelines.
- 3.1.4 **Vessels length:** In consideration of functional requirements, the lengths of all three vessels are expected to be in the range from 80m to 90m.
- 3.1.5 Service Life : 25 years
- 3.1.6 Drop Keel
- 3.1.7 **Construction :** The vessel is to be all of steel, welded construction, double hulled, meeting the requirements of Code of Safety for Special Purpose Ships, 2008; all applicable SOLAS, MARPOL, Classification and Indian National Regulations.
- 3.1.8 The vessel should be classed with IRS and any one of the reputed and permanent members of IACS, with appropriate notations for ORV, DP etc.
- 3.1.9 **Hullform:** Underwater hullform may be similar for all three vessels. Hull form above water may vary as per the functional requirements of each vessel.
- 3.1.10 **Stabilization:** Fin and/or flume stabilization may be adopted depending on sea keeping requirements of hull form at various operational scenerios.
- 3.1.11 **Intact and Damaged Stability:** The intact and damage stability parameters should meet the requirements of SOLAS, Code of Safety for Special Purpose Ships, 2008 and International Code on intact stability 2008 or latest. The vessel should be able to endure maximum sustained wind of 100 kn.
- 3.1.12 Integrated Bridge Management system, 2 DP controls, Integrated Power Management system.
- 3.1.13 **Sea Keeping:** The following seakeeping criteria are to be fulfilled by the hull at sea-state 4 at all speeds:

Limiting Values of Seakeeping Characteristics at Sea-state 4

SI	Description	
1.	RMS of vertical acceleration at FP	0.25g
2.	RMS of vertical acceleration at Bridge	0.10g
3.	RMS of lateral acceleration at Bridge	0.05g
4.	RMS of roll	4.0 deg.
5.	RMS of pitch	1.5 deg.
6.	Motion sickness Index (MSI)	10% in 4 hrs
7.	Slam at 10%L aft of FP	10 per hr.
8.	Deck wetness	10%

Significant values for the parameters in columns 1-5 are twice the respective RMS values.

The usual seakeeping performance index specified for commercial and naval hull forms is not prescribed for these ORV and FORV as unlike commercial and naval vessels, these vessels have completely different mission requirements. The above criterion are based on the requirement of all scientific personnel to be able to operate all experiments upto sea-state 4 and be able to conduct intellectual work without degradation in their performance level.

3.1.14 Propulsion and Powering:

Azimuth thrusters with FPP system. Two Azimuth thrusters instead of twin screw is to be opted. About 10% margin on propulsion thruster power is to be provided. Bow and stern thrusters required for Dynamic Positioning System are also to be electrically driven.

3.1.15 Fuel: All propulsion and auxiliary engines onboard should be operable using HSD having low Sulphur content as required by regulations.

3.1.16 Dynamic position keeping and Maneuverability: The vessel should be fitted with a Dynamic Positioning System consisting of position sensors, thrusters and controls meeting the requirements of IMO Class DP-2 with appropriate notations from the classification societies under which the vessel is classed. The vessel should be capable of maintaining position within a radius of 20 metres in SS 2, 10 Knots wind and 2 knots current.

Maneuverability that would assure relative positioning at best heading in 35-knot winds and SS 5 and 2-kt current from a point or track line, and maintain +5 degree heading with a maximum possible excursion of 40 metres is to be achieved.

3.1.17 Lifeboats: Lifeboats for all souls onboard, with launching arrangements are to be provided on port and starboard sides. Rescue boats and all other life saving equipment are to be provided as per statutory requirements.

3.1.18 Navigation: The vessel is to be fitted with all Navigational equipment required as per statutory requirements. Additionally, DGPS etc required for DPS are also to be provided.

3.1.19 **Communication equipment**

External Communication: The vessel should be equipped with all communication equipment for operation in all sea areas as per requirements of SOLAS 1974 as amended, SPS Code 2008 or latest. The ship also be fitted with Security Alert System as per regulation 6, Chapter XI-2 of SOLAS.

Internal Communication: Internal communication system providing high quality voice communications throughout all accommodation cabins, service spaces, workspaces, engine spaces etc throughout the vessel by means of intercom. Talk-back systems to be provided at critical operational spaces. Public address system, meeting statutory requirements, as a minimum to be provided.

Data Communication: High speed data communication for e-mail for transferring scientific data from and to. Fax and voice communication, Internet facility to be provided. Latest GMDSS requirements and FBB 1000 with live stream facilities.

3.1.20 **Fire Division, Protection, Fighting**

The vessel should be divided into fire zones and decks and bulkheads are to be insulated as per the requirements of SOLAS. Fire protection, detection, containment and fire fighting arrangements are to be provided as per SOLAS and classification requirements.

3.1.21 **Vibration and Noise**

The vessel to have DNV COMF-(V3)(C3) notation or equivalent whilst allowing thrusters to operate at minimum 40% load.

DNV VIBR class or equivalent to be applied for essential machinery and equipment and to avoid fatigue damage to important structural elements.

Ships to be hydro-acoustically quiet, and shall comply with the DNA Silent-A or equivalent notation.

3.1.22 **Scientific stores**

Scientific store room to be provided separately for storing spares etc. One cold core storage room with storage racks to be provided.

3.1.23 **Entertainment / Fitness facilities.**

Table Tennis, Fitness room and Sauna are to be provided.

3.2 **Other draft specifications for 2 ORVs (all figures indicative)**

3.2.1 **Classification**

The vessel should be classed in highest non-ice class notation with dynamic positioning system as per IMO DP Class 2.

3.2.2 Main Deck requirements

- 3.2.2.1 Open deck space of area about 600 sq.m. with provisions including higher deck strength upto 10 Tonnes/Sq.m to accommodate large and heavy equipment is to be provided towards the aft end of the main deck and other selected locations. 5 tons / Sq.m is to be taken as the design criterion for design of the work deck.
- 3.2.2.2 An A-frame of SWL30 tonnes, with a height of about 10m and an outreach of about 8m is to be installed at the stern at the main deck level.
- 3.2.2.3 An oceanographic winch capable of handling 10000m, 18mm dia, dredging or coring steel wire or equivalent wire with load capacity of 30 tonnes should be installed.
- 3.2.2.4 Two in no oceanographic winches capable of handling 10000 m, 10mm dia wire rope or electromechanical conductor cables are also to be installed.
- 3.2.2.5 Two portable winches and one mooring winch are to be provided.
- 3.2.2.6 Two in number wet labs are to be located directly accessible from the open deck space on the main deck.
- 3.2.2.7 Smaller A-frames or booms of SWL 5 tonnes, with an outreach of 4 to 5 m. The deck area around these A-frames are to be kept clear of obstructions and directly accessible from the labs on the main deck.
- 3.2.2.8 Facilities to be provided to place and carry 3 nos TEU containers on main deck for scientific equipment. Provisions for power and water supply are also to be provided.

3.2.3 Service cranes

- 3.2.3.1 A crane with capacity of 8 tonnes at extreme reach. The crane should suitably be located so that the outreach beyond the edge of the vessel would be about 12m.
- 3.2.3.2 Two service cranes of 1 Tonne capacity at extreme reach (one on aft, one on fore side) with an outreach of 10m or above from the edge of the vessel.

3.2.4 Workboats

Two boats of semi-rigid inflatable type, suitable of operation at sea, with outboard motor and suitable launching / recovery arrangements are to be provided. The boat should be capable of carrying 6 persons and scientific equipment. The boat should be provided with communications, signaling and personal life saving equipment.

3.2.5 Clean laboratories

Two clean general purpose laboratories with standard facilities like sample overhead travelling gantry to handle about one tonne of weight, clean air chamber with exhaust, running seawater, fresh water, deionised water, acid/alkali disposal line, module arrangement for mounting equipment, stabilized power supply of 220V/440V, 50 KHz, 24VDC, Deep freezer for storage of samples, refrigerators, ovens etc are to be provided. Small lift to be provided for transfer of samples from one level to other level, particularly connecting labs and main work deck. As specified by UNOLS, the laboratories require a non-condensing environment and shall have a relative humidity of 50% relative or lower. Other A/C spaces shall have a relative humidity of 55% or lower.

3.2.6 Tentative list of laboratories with approximate area of each lab required:

Core handling / sub-sampling room	40 sq.m
Wet lab Geology	50 sq.m
Biology Lab	40 sq.m
Analytical / Chemical lab	50 sq.m
Wet lab Biology	50 sq.m
Clean General purpose	40 sq.m
Clean General purpose	40 sq.m
Geophysics lab	80 sq.m
Physical oceanography lab	40 sq.m
Deck workshop	30 sq.m
Computer room	50 sq.m
Meteorology lab	40 sq.m
Baloon filling station / Gas storage	40 sq.m

3.2.7 Storage space

Adequate storage space (about 300 Sq.m) for storing heavy scientific and other items. Also need to have provision for dangerous cargo like fuel / oil / gas / explosives.

3.2.8 Acoustics

Ship to be as acoustically quiet (in compliance with Silent-A) in the choice of all shipboard systems, their location and installation. The following frequency ranges will be operated from the vessel: 10 kHz, 12 kHz, 15 kHz, 20 kHz, 30 kHz, 60 kHz, 120 kHz, 150 kHz.

3.2.9 Underwater hull fittings / Transducers

The vessel to have the following permanently fitted acoustic transducers and associated equipment:

- Navigational Echosounder
- Doppler Log, EM Log
- Transducers for DP System
- Deepsea Echosounder

Shallow water Echosounder (twin transducer, aft and bow)
Pinger transducer
Deepwater Multibeam transducer and associated accessories fittings
Shallow water Multibeam transducers
ADCP transducer
Sub-Bottom profiler
Wave recorder
Acoustic Positioning system
Thermosalinograph
Seawater intake
Spare Facilities for future installments
Other statutory requirements

3.2.10 Scientific Equipment

3.2.10.1 Atmospheric Sciences

Automatic Weather Station (AWS) with data loggers
Radiosondes with launching facility / Gas storage
7 channel Aethalometer
Sequential mobility particle sizer (SMPS)
High-volume Sampler for Aerosol Bulk sampling
Micropulse Lidar on inertial platform
TSI-make three wavelength Nephelometer

3.2.10.2 Biology / Microbiology

Multi Plankton Sampler
Cold Incubator
Laminar Flow
Auto Analyser
Bongo Nets
Water purification system
Bright field epifluorescence research microscope
Steriozoom Binocular microscope inbuilt light with gyro table
Vaccum pump / filtrations units

3.2.10.3 Physical Oceanography

Onboard Bucket Thermometer
Acoustic Doppler Current Profiler
CTD systems (with Niskin bottles of 1.5 lts to 30 lts.)
Portable CTD
XBT DAQ System
Wave Recorder
Thermosalinograph
Guildline Salinometer

3.2.10.4 Chemistry

pH meter
Spectrophotometer
Deep Freezers
Auto Titrators
Gas Safety Burner

Autoclave
Cooling Centrifuge
Water filter system

3.2.10.5 Geophysics

Deep Sea Echo Sounder
Multibeam Echo Sounder - Deepwater
Multibeam echosounder . Shallow Water
Sub-Bottom Profiling & Integrated Narrow Beam Echosounder
Magnetometer
Gravimeter
Side Scan Sonar
Multichannel seismic system

3.2.10.6 Geology

Gravity Corer
Multi Sensor Core Logger
Spade Corer
Core Splitting Machine
Sediment Grab
Electronic Precision Balance
Oven
Chain Bag Dredges
Rock Saw
Agate Mortar/Pestle
Sieve Shaker with Sieves

3.2.10.7 General Purposes

Running Sea water Facility
Scientific Winches
Marine Data Management System (MDM system)
Desktop Computers Printers, scanners and plotters, copier machines
Fridges / Freezers / Centrifuges / Ovens
Fume Cupboard
UV chamber
Larger cold storage for samples

3.3. Other draft specifications for FORV

3.3.1 Capability to carry out fishery research and other operations and safe survival in Southern Ocean waters in austral summers.

3.3.2 Maximum sample size (net capacity) : 5 tonnes. Depth of operation : upto 1500m.

3.3.3 Laboratories and Equipments Proposed for the FORV;

3.3.3.1 Wheel House

DGPS for Scientific output (NMEA-0183)
Digital output (NMEA-0183) from GYRO COMPASS for scientific equipment
Digital output (NMEA-0183) from Doppler Speed Log
Fish Finding Sonar

Fishery Echosounder 50 KHz
Integrated Trawl Instrumentation System
Auto Trawl System with Remote winch operation from Bridge Control
Hull Mounted Hi-precision Acoustic Position System Transponder
Underwater Video Camera with Bridge Display and Storage System
Marine PC & Accessories (2 Nos.) as LAN nodes for ITI & Input terminals for Navigational data.
Sea Surface Wind (Scatterometer). Onboard reception facility
Sea Surface Height anomaly (altimeter) - Onboard reception facility

3.3.3.2

Meteorological Laboratory

Automatic Weather Station (AWS) with Wind Speed/Direction, Air Temperature, SST, Barometer, Humidity, Sunshine Intensity, Sunshine Radiation, Rain Gauge sensors.
Meteorological Telemetry Buoy with Wind Speed/Direction, Wave Heave, Roll & Pitch, SST, Sea Surface Air Temperature sensor and Data Telemetry for in-situ data collection onboard.
Weather Facsimile Recorder with Radio Receiver
Marine PC & Accessories (3 Nos.) as LAN nodes for AWS, Met Data Buoy & Weather Fascimile Receiver.
Handheld weather instruments.

3.3.3.3

Acoustic Laboratory

Deep Sea Echosounder (12 KHz)
Fish Finding Sonar with slave display on bridge
Fishery Echosounders (Multibeam / Multi Frequency) with Frequencies of 38 KHz, 120 KHz and 200 KHz and calibration & post processing software facilities.
Hull mounted Broadband Acoustic Doppler Current Profilers (150 KHz)
Side Scan Sonar
Deployable Broadband ADCPs with Retrieving systems
Current meters for up to 1500 m operations
Separate Marine PCs and Accessories (5 Nos.) as LAN Nodes for each equipment.
Acoustic Pingers
Integrated Trawl Instrumentation System
Integrated Fish Finding System

3.3.3.4

EDP Laboratory

High Speed Data Server with Switch Based LAN connectivity to all Laboratories.
Mass Storage System
Dedicated Data Acquisition Software.
5 Nos. High End PC / Workstation for Data Processing
High Resolution A3 size Colour Scanner
High Resolution A4 size Colour Scanner
High Resolution Colour Laserjet Printer
B/W A4 size Laserjet Printer
A0 size Colour Bubble jet High Resolution Chart Printer
A3 size continuous page printing 24 pin Dot Matrix Printer
Latest Softwares for Data Processing, Programming & Report Preparation.
Laptop (3 Nos.)

- 3.3.3.5 **Chemical Laboratory**
2 Units of 6 Channel Spectrometric Autoanalyser for Nutrient Analysis
Salinometer
Auto Titrator
Dual Beam UV-VIS Spectrophotometer
Spectrofluorometer
pH Meter with up to 4 decimal accuracy
Millipore Reagent Quality Water Filtration System (Milli Q/Milli RO)
Electronic Weighing Machine
Refrigerator
Freezer
Fume Cupboard
Ice Maker
Rotary Evaporator
Shaker Water Bath
High Speed Refrigerated/Non-Refrigerated Centrifuge
Incubator
Thermostat controlled water supply
Sonicator . Probe based.
Vacuum Pump and Filtration System
Hot Air Oven
Sonicator
Rotary Vacuum Evaporator with Chiller
Homogeniser (4000 rpm max.)
Homogeniser (6500 . 24000 rpm)
Gel electrophoresis system with power pack.
Stabilised platform for fine weighing of Chemicals
- 3.3.3.6 **Hydrographic / Oceanographic Laboratory**
CTD System
XBT System
Rosette Sampler
Insulated Reversing Water Samplers
Deep Sea Pressure Protected and Unprotected reversing thermometers
In-Situ Chlorophyll Analyser
Bucket Thermometers
Portable CTD
CO₂ Coulometer
DOC Analyser
Go-Flo Bottles
Messengers
- 3.3.3.7 **Plankton & Isotope Laboratory**
Micro/nano/picoplankton/algae culture facility
Scintillation Counter
Bongo Nets
Multiplankton Net
Refrigerator
Freezer
Continuous Plankton Recorder
Plankton Sorter
Microscopes

Inverted Microscope
Refrigerated Centrifuge
BOD incubator
Turner field fluometer
Vortex mixer
Colony Counter
Plankton Culture Rack
Flow Meters
Sedgwick Rafter
Multiple Filtration unit with vacuum pump
Microwave oven
Auto Titrator
Multiple Filtration unit
Auto loop sterilizers
pH meter
Autoclave
Flow cytometer

3.3.3.8 Microbiology Laboratory

Stereo Microscope
High Magnification Trinocular Microscope with Digital PC output and onscreen display.
Electronic Weighing Machine in stabilized platform
Deep Freezer (-80°C)
Refrigerator
Freezer
Laminar Flow (Vertical Recirculatory)
Incubators (2 Nos.)
Autoclave
UV Hood
Fume Cupboard
Compound microscope with phase contrast and fluorescent attachment.
Hot air oven
Quartz Distillation Plant

3.3.3.9 Biotechnology Laboratory

Deep Freezer (-80°C)
Refrigerated Centrifuge
Culture Hood
Plate Culture Facilities
Microscopes
Tissue Homogeniser
and other biotechnological facilities

3.3.3.10 Fish Laboratories (Wet Fish & Dry Fish)

Hydraulically operated Fish Handling and Conveyor System for convenient sorting and studies of fish catch.
Ice Making Machine
Electronic Weighing Machines (20kg, 100kg & 20 Ton Capacities)
Sonifier . Bath Type
Mincing Machine
Protein Analyser

Fume Cupboard
Autoclave
Incubator
Refrigerator
Freezer
Stereo Microscopes
Trinocular Microscope with Digital Camera and Digital output to PC
Silent Cutter
Mixer / Grinder
Mincing Machine (Meat Bone Separator)
Fish Measuring Boards

3.3.3.11 Other Sampling Equipments

Grab (Smith McIntyre)
Spade Corer
Piston Corer
Gravity Corer
Multiple Corer
Dredges
Wave Recorder
Sediment Sieving Equipment
Automatic sieve shaker to segregate benthos.
Box corer
Pingers

3.3.4 Other Facilities

3.3.4.1 Deck Machinery and Equipment

Split Winches for Fishing Operation up to 1500m
Hydrographic Winch
CTD Winch
Storage Winch (2 Nos.)
Net Drum (2 Nos.)
Winch for Corer (Gravity, Box Corer)
Plankton Winch
Heavy Duty Coring Winch
A-Frame
Service Crane (Long Arm or Cranes on PS and SB sides)
Gilson Winches
Sweep Trawl Winches
Fishing Nets (Various types like Expo Model, HSDT, HOT, Krill Trawl, Shrimp Trawl, RMT etc.)
Long Lining Equipment (30 km monoline with line spooler, setter and rigged line along with other related equipment for operation and handling)
Squid Jigging facility
Fish acclimatisation tanks
Blast Freezers (2 Nos.) with 2 Ton Capacity Each
Fish Hold (-40°C) with 20T storage capacity
Aquarium facility (-5°C) with Reservoir Tank, Heating and Cooling elements, Gravity Tank, Circulation Pumps, Sea Water Pump, Filtration System, Aquaria, Air Cooler Drainage System etc.

- 3.3.4.2 **Storage Facility**
Net Store Room
Fishing Gear store Room
Chemical Store
Electronic Store
Hydrographic Store
Condemn Store Room
Core Sample Store Room

- 3.3.4.3 **Additional Facilities**
Onboard reception facility for Satellite data such as chlorophyll & SST data.
PP Mooring Equipment.
Facility for moored systems deployment and recovery.
Thermosalinograph with GPS for in-situ measurement of SST and Sea Surface Salinity.
Underwater hyperspectral radiometer.
Quantum Sensor for PAR.
Xerox Machine.
Dish TV reception systems.
Deployable Survey Boat (10 Persons)
Gymnasium & Table Tennis Table.

END OF SECTION 3

SECTION 4 : INSTRUCTIONS TO BIDDERS

- 4.1 This Tender document is to be read along with the Notice Inviting Tender issued by NCAOR.
- 4.2 NCAOR reserves the right to reject any or all of the bids received in response to this invitation without assigning any reasons whatsoever.
- 4.3 NCAOR will not take cognizance of any internal arrangements as may be made by the bidder for the satisfactory completion of the work as per the terms and conditions laid down in this document. The successful bidder will be directly responsible for proper completion of the work.
- 4.4 The Proposal / Bid shall be prepared by and at the cost of bidder. NCAOR will not be responsible for any costs or expenses incurred by any bidder in connection with the preparation and delivery of his Proposal / Bid or for any other expenses incurred incidental to this bidding.
- 4.5 Details of bidders' experience and capabilities as sought at Section-9 should be attached as a part of documentation with the technical bid.
- 4.6 The scope of the required work are described in Section-2. The bidders should note that the outline specifications provided are meant to be only a guideline in achieving the objectives of the work. The bidders shall broadbase the concept design so as to allow the shipyards to quote their own proven design if any within the requirements of NCAOR. The specifications shall be drawn such that the comparison of different designs occurs on a common minimum specification and provides equal opportunity to all the shipyards.
- 4.7 The Bidder shall be deemed to have examined the Tender Document and to have satisfied themselves, so far as may be reasonable for an experienced Consultant before submitting the Proposal, as to the sufficiency and correctness of his proposal for the services being offered and of the prices quoted by him.
- 4.8 In formulating their proposal, bidders shall have full regard to the contents of the General Conditions of Model Services Agreement given in Section 7. All bids will be deemed to have been made after taking into account all the provisions thereof.
- 4.9 The bidder must give a Guarantee that work will commence within 7 days of the award of the work and guarantee to the effect that the personnel are not preoccupied with design of other vessels or any similar works that may hamper the progress of the work undertaken with NCAOR. No excuses of whatsoever shall be entertained by NCAOR once the contract is awarded to the selected bidder unless otherwise force majeure is established.
- 4.10 The successful bidder will have to execute an Agreement within 7 working days from the date of issue of duly signed fax / letter of intent (LOI) by NCAOR. The Agreement duly signed and accepted by NCAOR shall include NCAOR's Tender Document and amendments if any, the bidder's offer, and other relevant documents as may be finally accepted by NCAOR.

4.11 The successful bidder will have to submit within seven working days of issue of the Lol, **Performance Guarantee** for 10% of the value of the contract. On receipt and acceptance of Performance Bank Guarantee, the Bid Bond shall be returned.

Such performance guarantee shall be .

- (i) on demand from a reputed Bank (Schedule-A bank in India or a foreign bank having branch in India)
- (ii) unconditional as per format at Section-12
- (iii) valid upto 60 days from the estimated date of acceptance by NCAOR of all deliverables and contract completion.
- (iv) for the due performance of the Agreement by the Consultant, claimable by NCAOR only in the event of breach of any contractual obligations by the Consultant not satisfactory to NCAOR under the Agreement.

4.12 Bidders shall note that NCAOR shall not entertain any correspondence or queries on the status of the offers received against this tender, during the course of evaluation and thereafter.

4.13 Canvassing in any form by any bidder or by any other agency acting on behalf of the bidder after submission of bid may disqualify the said bidder. NCAOR's decision in this regard shall be final and binding on the bidder.

4.14 NCAOR shall not be liable for any obligation until such time it communicates to the successful bidder of its decision to entrust the tendered work and accepted by the party confirming to relevant provisions of this document.

4.15 Authorized representatives of an overseas bidder are permitted to attend the tender opening, provided such person has a Power of Attorney/Letter of Authority, setting out very clearly his role, which should be limited to such areas of activity as obtaining of tender document, attending tender opening and receiving the payment for their services from the principle. Such a Power of Attorney / Letter of Authority or agreement shall be submitted by the the representatives of the overseas bidder to NCAOR in advance for scrutiny and acceptance or rejection.

4.16 Overseas bidders while submitting proposal should indicate as to whether they have engaged the services of an Agent in India and if so, the extent of services that an Agent shall perform and the payment terms for such services. The payment to be made to the Agent by the successful overseas bidder shall be deducted by NCAOR from their payment to the Consultant and the payment so deducted shall be paid to the Indian Agent in equivalent Indian Rupees. Any such details should be provided in the Price Bid by the bidder.

4.17 **Pre-bid meeting**

4.17.1. Interested bidders may attend the pre-bid meeting to be held on 17th November, 2014 at 1000 hrs (IST) at NCAOR, Goa, wherein NCAOR's position on the issues raised by the bidders will be discussed / clarified. All the terms and conditions would be frozen after the pre-bid meeting. No change in TENDER conditions will be permissible thereafter.

- 4.17.2. The bidders are requested to submit any query / clarification (if any) on bidding document, by e-mail or fax to reach NCAOR on or before 6th November, 2014 for deliberation in the pre-bid meeting.
- 4.17.3 Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder. Every effort will be made to provide deliberation of pre-bid meeting proceedings to the best possible communication skill. Every bidder may avail the opportunity of pre-bid meeting to get first hand details of the proceedings, in their own interest.
- 4.17.4. The following discipline will be adopted during pre-bid meeting:
- 4.17.4.1. All seriously interested Bidders shall provide list of queries in writing on or before 6th November, 2014. Bidders queries must be organized in the same order as that of TENDER document.
- 4.17.4.2. Any modification of TENDER document, decided during the pre-bid meeting will be notified within 7 working days of pre-bid meeting to all bidders those who attended and will be posted on NCAOR website. Subsequent to the pre-bid meeting, all terms and conditions will be treated as frozen. If there are no modifications envisaged in pre-bid meeting, there will not be any update in the website.
- 4.18 **Closing date:**
Proposal should be received from the bidders at NCAOR upto **1200hrs Indian Standard Time (IST) on 23rd December, 2014**. Proposal or modifications to the proposal received after the closing date and time shall not be considered.
- 4.19 NCAOR shall not be responsible for the loss of the proposal or for any delay in postal transit.
- 4.20 Proposal must not be lodged by fax / e-mail. Such proposal shall be rejected.
- General instructions for filling tenders**
- 4.21 The proposal papers shall be filled-in, complete in all respects and shall be submitted together with requisite information and appendices, if any. It shall be complete in all respects and free from ambiguity, interpretation, change or interlineations. Quoted prices must not be indicated on any document other than the official form of price bid at Section 10.
- 4.22 The Bidder's offer and any annotations or accompanying documentation shall be in English Language only. Supporting documents in any other language shall carry an English translation authenticated by Indian Embassy / Indian High Commission.
- 4.23 The bidder's offer document shall contain page number on each page and shall contain signature of the bidder on each page of the document submitted under this proposal to NCAOR.
- 4.24 Bidders should indicate at the time of quoting against this proposal, their Company / Firm name and style, full postal and e-mail address, fax and

telephone number(s). Similar information in respect of their authorized agents in India, if any should be provided.

- 4.25 The bid shall be kept valid for acceptance for a minimum period of 90 days from the date of closing of bid submission i.e. till 23rd March, 2015. If any bidder desires to offer a longer validity period, it should specifically be mentioned in the proposal. Offers with validity of acceptance for less than 90 days shall not be considered. NCAOR will make its best effort to complete the bid evaluation processes within this period. Should the need arise; NCAOR may request bidders to extend the validity period of their proposals. For the bidders who do not agree to extend the validity, NCAOR shall not consider such proposal for further evaluation.
- 4.26 The bidder shall sign the proposal with the exact name and address of the firm, which is bidding for the tendered work.
- 4.27 The bid shall be signed by a duly authorized officer of the firm which is bidding for the tendered work, and in the case of a corporation, seal, or otherwise appropriately executed under seal.
- 4.28 Bidders shall clearly indicate their legal constitution and furnish documentary evidence thereof by way of authenticated copies of relevant documents and the person signing the bid shall state his capacity and also the source of his authority to bind the bidder. The power of Attorney or authorization, or any other document constituting adequate proof of the authority of the signatory to bind the bidder, shall be annexed to the bid submitted. NCAOR may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 4.29 Where the bid is offered by a Consortium, the bid document shall specifically indicate the members of the consortium by whom and/or on whose behalf the bid is being offered and shall also indicate with reference to each member whether such member contributes directly to the work or not and, if so, to what extent he/she may contribute to the said work. If the prospective bidder is a consortium, the consortium must have valid legal contract / agreement among the consortium members at the time of bid submission (to be submitted as part of bid documents) and the consortium must fulfill the technical and commercial qualification criteria. The contract shall be entered with the consortium or with the lead member of consortium. The workshare details of consortium members for this project to be submitted as part of bid and the workshare should be in line with the experience of consortium members. Successful bidder will ensure that the work shall be done as per workshare indicated in the bid. The contract shall include special terms for consortium as at Section-14.

If the consortium bidder becomes successful bidder then during the execution of the contract, consortium partners who have fulfilled the technical qualification criteria should attend all the technical meetings called by the NCAOR designated committee within the tendered cost.

Quotation of prices

- 4.30 Bidders shall set their price/quotations in firm and fixed figures and without qualifications. Each figure stated should also be repeated in words and in the event of discrepancy between the amount stated in figures and in words, the

rates quoted in words shall be deemed to be the amount stated and accepted. Tenders containing qualifying expressions such as %subject to availability+, %subject to minimum acceptance+, etc. or any conditional clauses invoked by the bidder shall be liable for disqualification and rejection. If the space in the proposal form or in the appendices thereto is insufficient, additional pages may be separately appended. These pages shall be consecutively numbered and shall contain the signature of the bidder.

- 4.31 Bidders shall be bound to keep the prices quoted in their Price Bids firm and without any escalation for any reasons whatsoever, until completion of the work assigned and specified against this Tender.
- 4.32 All the prices shall be necessarily be given in Indian Rupees or USD or EURO only. The Indian bidders shall quote firm price fully in Indian currency only. Indian bidders are free to quote firm price only in Indian Rupees or in Indian Rupees for the indigenous portion and in USD or Euro to the extend of imported components for the services to be effected.
- 4.33 The foreign bidders shall specify the percentage of the total contract amount acceptable to them in Indian Rupees payable by NCAOR to Indian Agent, if any, upon award of the contract and successful completion.
- 4.34 The quoted prices shall include all costs related to the man-hours, software, travel and subsistence costs, consumables, document copies (soft copy / hard copy), deliverables etc.
- 4.35 Payment to the Consultant shall be made in accordance with the Terms of Payment given in Section 5 or modified in agreement during contract finalization, subject to the full satisfaction of NCAOR.
- 4.36 NCAOR will not pay any additional charges other than those provided for, in the Agreement. In particular, the following shall be to the account of the Consultant:
- (i) Any additional man-hours spent because of any issues / comments raised by NCAOR and changes required on the design, specifications etc.
 - (ii) Travel, accommodation and subsistence costs for discussions with NCAOR, attending design reviews at NCAOR or at any place in India.

Payment of Duty and Tax

- 4.37 The import of any equipment / software as may be required by the bidder to complete the scope of the work will have to be arranged by the successful bidder and NCAOR will not provide any import license.
- 4.38 Payment of all duties and taxes as applicable in India will be to the account of the successful bidder who shall become the Consultant.
- 4.39 The Consultant shall bear all Indian Corporate Taxes levied or imposed on the Consultant under the Agreement, under the provision of Income-Tax Act 1961 or any amendment thereof and under the Company's (profit) Surcharge/tax 1964 or any amendment thereof on account of payments received by it from the NCAOR for work done under the Agreement. The applicable TDS as per Income Tax Act would be deducted at the time of payment. It shall be the

- responsibility of the Consultant to submit to the concerned Indian Authorities the returns and all other connected documents required for this purpose.
- 4.40 The Consultant shall also provide NCAOR such information as it may require in regard to the Consultant's income and expenditure under the agreement for proper assessment of taxes and duties if required.
- 4.41 The Consultant or his personnel shall bear all **personnel taxes** if any levied on the Consultant's personnel.
- 4.42 Should the Consultant fail to submit returns / pay taxes in time as stipulated under the **Income Tax Act** and consequently the Indian Income Tax Authority imposes any interest or penalty, the Consultant shall pay the said interest / penalty.
- 4.43 NCAOR shall if so required, by the applicable laws in force, withhold from the amount due to the Consultant, **income tax payable** by the Consultant at the rate in force, and pay to the Indian Tax Authority directly. It shall be the Consultant's sole responsibility to determine the amount of Taxes as due and admissible and the likely rate at which the deductions will be made on account of taxes etc. by NCAOR for payment to the Indian Tax Authorities.

INSTRUCTIONS FOR SUBMITTING TENDER

- 4.44 The scope of work is provided in Section 2.
- 4.45 The offer (one original authenticated copy + one photo copy of Technical and commercial unpriced bid and one original authenticated copy of price bid) should be submitted by the bidder separately as follows in two bid system:-
a) Technical and commercial un-priced bid
b) Price bid
One soft copy of technical bid is also to be submitted in CD/flash drive.
- 4.46 The Technical bids shall be provided in one sealed envelope superscribed as "TECHNICAL BID" with the Tender No.(NCAOR/NORV/07), date & time of closing of the Tender and the bidder's Name and address. The envelope should contain adequate information and documentation addressing the following in the same sequence, by way of illustration and not enumeration:
1. Bid Bond for a sum of Rs. 10,00,000/- (Rupees Ten Lakhs) or USD 17,000/- or Euro 12,500/- in original.
 2. Complete and comprehensive details requested for, as per the format in Section 9, including as separate appendixes any technical literature, brochures etc.
 3. Contact details of the bidders including the complete mailing, e-mail address, phone, fax numbers, and the details of the authorized representative(s) of the bidder who would be submitting the bid on behalf of the bidder.
 4. Resumes and details of key personnel who will be involved in providing the services tendered for, on behalf of the firm / organization / consortium and organizational track record for this type of work.

5. Details of Indian Agents if any, their complete address, the extent of services the Agent will be performing on behalf of the bidder including the Power of Attorney/ letter of Authority setting out the agent's role in the bidding and subsequent services if the bidder becomes the Consultant. Details of any remuneration to be provided to the Agent should be indicated only in the price Bid.
 6. A tentative work programme with timelines including but not limited to: earliest date of start of work, time required for completion of all the aspects of the work quoted for, time required for preparation of tender documents, correction and finalization of design.
 7. Bid Submission form as at **Section 8**, duly filled in and signed.
 8. Unpriced commercial bid.
 9. Adequate proof of authority of the signatory to bind the bidder.
- 4.47 The Envelope Marked **%Technical Bid+** not containing any of the documents 1 to 9 under above clause 4.46 is liable to be rejected.
- 4.48 The envelope marked **%Technical Bid+** shall contain only the above details and NOT the prices nor any references to the pricing. In case an envelope marked as **%Technical Bid+** contains the charges for the work or any direct or indirect reference to the quoted prices, the offer by the bidder will be rejected.
- 4.49 The **Price Bid** shall be submitted in accordance with the format in **Section 10** in another sealed envelope marked **%Price Bid+** with the Tender No. (NCAOR/NORV/07), date of closing of the Tender and the bidder's Name and address. The price bid should not contain any conditional clauses.
- 4.50 Price Bids must be submitted, duly signed by the Authorised Representative as per the Proforma given in **Section 10** in the Envelope containing Price Bids only.
- 4.51 The bidder will not indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items. Discounts of any type separately shown will not be taken into account for Price Bid evaluation purposes.
- 4.52 The above said two envelopes should be sealed in another envelope. This envelope should clearly be superscribed as **%CONFIDENTIAL**” and **“TENDER FOR CONSULTANT FOR RESEARCH VESSELS”**. **This envelope should be addressed to The Director, National Centre for Antarctic & Ocean Research, Headland Sada, Goa – 403 804, India. Tender reference No. (NCAOR/NORV/07) and closing date and time should also be written on the Envelope.** Bidder desiring to effect hand delivery may arrange to drop Bids sealed as described above into the Tender Box kept at the room no. M104 in NCAOR office before the closing date and time.
- 4.53 The proposal documents **MUST** be submitted complete in all respects. Incomplete bids, late proposal or those not conforming to any of the instructions provided in this Tender document, would be summarily rejected.

Bid Bond

- 4.54 Bidders shall submit along with their Tender, a Bid Bond for a sum of INR. 10 lakhs (Indian Rupees Ten Lakhs) or USD 17,000/- or EURO 12,500/- from a reputed Bank (Schedule-A bank in India or a foreign bank having branch in India), initially valid upto 60 days from the date of bid validity i.e. bidbond to be valid till 23rd May 2014. ***This bid bond in original shall be submitted along with the Technical proposal only in the envelope containing the Technical Specifications and marked “TECHNICAL BID”.*** Offers without the Bid Bond in original in the Envelope containing the Technical Bid shall be summarily rejected.
- 4.55 The Bid Bond which shall be in the form of an irrevocable Bank Guarantee for the said amount shall specifically bind the Bidder to keep his offer valid for acceptance upto Ninety days (90 days) and to abide by all the conditions of NCAOR's Tender Document in the event of NCAOR desiring to award the work against the said Tender to the said bidder. NCAOR should have an unqualified option under the said Bank Guarantee and claim the amount there under in the event of the bidder failing to keep the Tender valid up to the date specified or refusing to accept / carry out work and in accordance with the Tender if the NCAOR decides to award the work to the bidder. The Bank Guarantee for Bid Bond should be as per proforma given at **Section 11**.
- 4.56 NCAOR shall arrange to release the Bid Bond in respect of the unsuccessful bidders as soon as possible after a decision is taken on the successful bidder. In case of successful bidder, on receipt and acceptance of Performance Bank Guarantee, the Bid Bond shall be returned.
- 4.57 Bid Bond be forfeited without any intimation in such cases as below:-
a) if a bidder withdraws its bid during the period of bid validity
b) if a successful bidder fails to implement or execute the awarded contract / Lol.
c) if a successful bidder fails to provide Performance Guarantee
- 4.58 Completion time:** Bidders must undertake to complete all aspects of the work and making available to NCAOR all the deliverables and to the complete satisfaction of NCAOR for deliverables by 6 months from the date of award of contract. Liquidated Damages as described at Section 7, Clause 15.0, sub-clauses 15.1 to 15.4 of the model agreement shall apply in the event of the bidder being unable to complete any of the assigned work, documentation and delivery within the stipulated period.

Agents

- 4.59 Bids submitted by the Agents / Representatives will not be considered. However, original bids of the principals if addressed to NCAOR but merely mailed by Agents/Representatives for ensuring proper delivery would be considered. No other modification of the principal's offer by Agent / Representative would be considered.
- 4.60 In the event a bidder is having an Agent / Representative (who is not an employee of the Bidder), the bidder should clearly indicate at the time of submission of his bid, **the nature and extent of services to be provided by**

the Agent / Representative on behalf of the bidder and also the remuneration provided in the price quote submitted by the bidder. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration either in India or abroad is being paid to anyone (who is not an employee of the bidder), the bidder is likely to have his bid rejected at the discretion of NCAOR. In such an event, the NCAOR reserves the right to terminate the Agreement.

Modifications to bid

- 4.61 The bidder shall make no modifications to the bids after the closing date unless specifically requested for, by NCAOR. In case certain clarifications are sought by NCAOR after opening of bid, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by NCAOR shall make himself liable to be debarred from this tender and future tenders of NCAOR without notice and without further reference to the bidder. In such an event, the BID BOND against the current tender shall be forfeited.

Exceptions and Deviations

- 4.62 NCAOR expects the proposal as submitted by Bidder should meet the requirements, provisions, specifications etc. as stipulated in this tender document without any deviations and exceptions.

Rate of Exchange

- 4.63 The bills selling rate of US dollars / Euro as advised by State Bank of India on the date of opening of Price Bids shall be applicable for the purpose of Price Bid Evaluation / Comparison.

Date of Tender Submission

- 4.64 Proposal must be received at NCAOR on or before the closing day (1200 hrs IST) as specified in this tender Document. In case of any unscheduled holiday on the prescribed closing day of the tender, the next working day will be treated as scheduled prescribed day of closing of the tender upto 1200 hrs IST. Bids or modifications to the bids received after closing date and time shall not be considered, and no alterations in the prices shall be considered. NCAOR reserves the right to extend the date of submission / closing of Tender at the discretion of the Director, NCAOR, without assigning reasons with advertisement given in the newspapers and NCAOR website.
- 4.65 Once the technical evaluation is completed, the Price Bids of only those bidders who are found technically acceptable will be opened in the presence of Authorized Representatives of such bidder(s), if any.
- 4.66 The bidder shall note that any unsolicited post-tender reduction by them would disqualify them from participating in this as well as future tenders and forfeiture of the Bid Bond.

Signing of the Agreement

- 4.67 Telefax or letter will communicate acceptance of the Tender by NCAOR. In case where Telefax communicates acceptance, a letter in confirmation of acceptance of Tender will be forwarded to the bidder as soon as possible, but instructions contained in the telefax should be acted upon immediately.
- 4.68 The successful bidder shall be required to execute a formal Agreement in accordance with the requirement of NCAOR within 7 days from the date of issue of fax/letter of intent by the NCAOR or within such extended time as may be permitted by NCAOR. For this purpose the successful bidder may depute his authorized representative along with power of Attorney.

Arbitration

- 4.69 All questions and disputes relating to the meaning of the specifications and instructions herein and as to the quality of work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
- 4.70 An officer not below the rank of Director, preferably drawn from the panel of Arbitrators drawn by the Government, if any, may be appointed to act as arbitrator by an appointing authority, which should normally be an officer not below the rank of Joint Secretary to the Government.
- 4.71 In case of merger of bidden companies after submission of bids and before opening of financial bid, bids of all merged companies, if technically qualified, will be opened for evaluation. If the financial bid of taken-over company is found to be lowest and selected for further processing, the company which took over the above selected merged company should accept the responsibility.

END OF SECTION 4

SECTION 5 : TERMS OF PAYMENT

5.1 The Consultant shall issue invoices in the following manner for services performed on completion of stages. Invoices complete in all respects with supporting paid vouchers, if any, duly signed, shall be submitted to:

**THE DIRECTOR,
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH,
(Ministry of Earth Sciences),
Headland Sada, Vasco-Da-Gama,
GOA – 403 804, INDIA.**

for verification and payment. Copies of the reports as indicated under deliverables, shall accompany the invoices.

5.2. Payment shall be made in the following stages by NCAOR:

S.No	Stages	Percentage payments
1	On signing of contract	10% advance against Bank Guarantee.
2	Submission of draft documents 1. Draft GA or preliminary GA. 2. Document on general description / tonnage / accommodation / tanks capacities 3. Document on hull structure/deck fittings 4. Document of electrical & control systems 5. Stability / maneuverability / trim document	30%
3	Receipt of all deliverables	30%
4	Acceptance of all Deliverables	30%

5.3 NCAOR will pay the amount of fees in US Dollars or Euros or in Indian Rupees in which the prices have been stated in the Tender, for the services as per scope of work, to the account of the Consultant. Payment will be made on receipt of original invoices through wire transfer / bank draft only, as far as possible within 30 days of receipt of original invoice complete in all respects. No letter of credit will be opened in advance. Taxes if any, to be deducted at source like service tax, income tax etc, shall be so deducted from the payment, as provided in clause 4.43 in Section 4.

5.4 Payment to Indian Consultants including Joint Venture companies will be made only in Indian Currency.

END OF SECTION 5

SECTION 6 : EVALUATION OF BIDS

6.1. Evaluation of Technical Bids

The bids will be technically evaluated on the basis of the technical information provided in the Technical Bids only vis-à-vis its conformity with the terms and conditions set out in this Tender Document.

6.2 The bidders shall be required to give a **Technical Presentation** before a Tender Evaluation Committee at their own cost if called for. Any such requirement of the Technical Presentations shall be informed in advance.

6.3 Based on a Technical assessment of the bids vis-à-vis the requirements of the tendered work and the conformity of the bids submitted with the instructions provided in this Tender Document, a short-list of the bidders will be first drawn up.

6.4 Once the technical evaluation is completed, the Price Bids of only those bidders who are found technically acceptable will be opened for Price Bid evaluation in presence of Authorized Representatives of such bidder(s), if any, on a date and at a venue to be intimated by NCAOR to the short-listed bidders.

6.5 Evaluation Criteria

Bidders shall qualify through the criteria below:-

6.5.1 Qualifications / Experience of the Bidders

- 1) Minimum 5 years of experience as a ship design consultant. In case of consortium bid, each member of the consortium should have minimum 5 years experience in ship design.
- 2) Executed atleast three assignments during the last 15 years as on the date of bid closure as a design consultant for oceanographic research vessels and / or fisheries research vessels of 70 m or above and all the said vessels should have been delivered satisfactorily or under construction. Documentary evidence to this effect to be furnished.

6.5.2. Commercial Criteria.

The annual average turnover of the prospective bidder, for last three years should be at least INR 2 Crores (or USD 3,35,000/- or Euro 2,50,000/-). The annual reports with audited financial statements consisting of balance sheet, trading, profit & loss account and audit report for last three years should be enclosed.

6.6 Vital Commercial terms for Acceptance of Bids

The following vital commercial conditions should be strictly complied with, failing which the bid will not be considered:-

6.6.1 Offers must be kept valid for acceptance initially up to 90 days from the closing date of tender. Validity of offers for acceptance less than 90 days will not be

considered. NCAOR shall make efforts to release the bid bonds of all those unsuccessful bidders at the earliest.

6.6.2 Original Bid Bond valid upto 60 days from the date of bid validity must accompany the Technical bid. *Offers received without original Bid Bond will be rejected.*

6.6.3 Exchange Rate Fluctuations

The Indian bidders are free to quote firm price fully in Indian Rupees **or** in Indian Rupees for the indigenous portion and in US Dollars or EURO to the extent of imported components of the supplies to be effected. For the purpose of comparative evaluation, the quoted US Dollar or EURO component will be converted into Indian Rupees at the bills selling rate of SBI (State Bank of India) prevailing on the date of opening of price bid.

6.6.4 The Bills selling rate of State Bank of India on the date of opening of price bid shall be applicable for the purpose of price bid evaluation / comparison.

6.6.5 Where the time lag between the opening of price bid and final evaluation exceeds 3 (three) months, the bills selling rate of State Bank of India on the date of final evaluation shall be adopted for conversion.

6.6.6 Foreign Bidders should indicate price in Indian Rupees for component of the work to be done in India. Payments for such works will be made in Indian Rupees only.

6.7 Price Bid Evaluation

The evaluation of the cost will be done based on the total cost. The total cost will be calculated from the information provided by the bidders in their Price bids as set out in Section 10. The bid conforming to the lowest cost would then be considered for award of work. The decision of NCAOR will be final and binding.

Additional criteria for bid evaluation

- 6.8 The following criteria shall also be adopted for evaluation of the bids:
- a) Total cost can reasonably be determined from the bidder's response
 - b) All necessary supporting documentation required for evaluation of the financial bid has been provided and is found satisfactory
- 6.9 Any other matter, which arises at the time of evaluation, shall be decided by NCAOR.
- 6.10 The decision of NCAOR shall be final and binding.

END OF SECTION 6

SECTION 7 : MODEL SERVICES AGREEMENT

1.1. AGREEMENT DATED THIS xxx DAY OF xxx 2014.

BETWEEN:

1.1.1 National Centre for Antarctic and Ocean Research, an autonomous society registered under Societies Registration Act,1860 having its registered office at National Centre for Antarctic & Ocean Research, (Ministry of Earth Sciences, Govt. of India), Headland Sada, Goa . 403 804, hereinafter called as NCAOR, which expression shall include, unless repugnant to context, its successors and assigns, represented by The Director.

AND

1.1.2 ***** who are having their head offices located at ***** hereinafter called "The Consultant". M/s ** is represented by ~~xxxxxx~~ holder of General Power of Attorney dated ~~xxxxxx~~

1.2. Whereas -

1.2.1 NCAOR requires consultancy services for acquisition of two Oceanographic Research Vessels and one Fishery Research Vessel.

1.2.2 the Consultant agrees to provide the requisite expertise and personnel and carry out all the activities necessary for providing the aforesaid consultancy services in an efficient manner as defined at the scope of work atõ . of this agreement.

1.2.3 the parties now wish to record the basis on which the services are to be provided.

NOW THE NCAOR AND THE CONSULTANT AGREE AS FOLLOWS:

2.0 Statement of Purposes

2.1 This Agreement is entered into by NCAOR and the Consultant to specify:-

- a) The Services to be provided to NCAOR by the Consultant;
- b) The amounts to be paid by NCAOR for the services rendered.
- c) The terms and conditions under which the services shall be provided by the Consultant and the payment for the services provided shall be made by NCAOR as set forth in this agreement.

3.0. Definitions and interpretations

3.1. Definitions

Commencement date means the date on which this agreement comes into effect pursuant to clause 4.1 of the agreement.

Force Majeure means but not be limited to any act, circumstances or event beyond the control of either party, including, without limitation, earthquakes, fires, tropical cyclones, other acts of God, riots, strikes, lock outs, insurrection resulting from rebellions, civil disturbances or orders from governmental authority. For the avoidance of doubt, equipment breakdown shall not be considered as Force Majeure event.

Expiry Date means the last date for the performance of any outstanding obligation under this agreement.

Services mean services to be rendered by the Consultant in accordance with the scope of work and deliverables; and all other associated activities.

QC means quality control.

Consultant means the successful bidder with whom this agreement is entered into.

3.2. Interpretations- In this Agreement, unless the context requires otherwise:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting any gender shall include all genders;
- (c) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (d) words denoting natural persons shall include corporations and vice versa;
- (e) references to clauses, sub-clauses, paragraphs, sub-paragraphs and annexures are to clauses, sub-clauses, paragraphs, sub-paragraphs and annexures to this Agreement;
- (f) headings are for convenience only and shall not affect interpretation;
- (g) references to any party to this Agreement shall include the party's successors and permitted assigns;
- (h) references to "NCAOR" shall include the Director of the National Centre for Antarctic and Ocean Research, or any representative duly appointed in writing;
- (i) references to "Consultant" shall include any servant, agent, employee, invitee, Consultant or sub-contractor of the Consultant.

4.0 Terms of Agreement

4.1 This Agreement shall **come into effect** on the date of signature and subject to the termination provisions pursuant to clause 10 or to a variation of date pursuant to clause 18 of this Agreement, shall end on the expiry date. The **expiry date** of this agreement shall be date of receipt of final payment by Consultant from NCAOR after satisfactory completion of services by the Consultant and acceptance by NCAOR as per this agreement.

4.2 The following documents form the Agreement between the parties and shall be read together as one document. However, in case of any conflict, this agreement shall prevail.

- (a) This Agreement
- (b) Tender document
- (c) Technical Bid submitted by the Consultant
- (d) Committed manpower list, Tentative Time schedules etc.
- (e) The letter of intent issued by NCAOR
- (f) Performance Bank Guarantee provided by Consultant

5.0 Obligations of the Consultant

5.1 The Consultant agrees to provide to NCAOR the services specified in this Agreement as per the deliverables detailed at Annexure- **

5.1.1 The Consultant agrees that the **work will commence within 7 days** of award of work and the Consultant is to ensure that personnel are not pre-occupied with other works in a way that would hamper this NCAOR work.

- 5.2 In performing the services and fulfilling all its obligations under this Agreement the Consultant:
- 5.2.1 warrants that the services to be provided will be to the satisfaction and approval of NCAOR; and
- 5.2.2 assumes full responsibility for providing all personnel, documentation, and equipment to undertake and complete the Services, and warrants that all facilities to be used will be suitable for their intended use under this Agreement ensuring that the quality of results will meet the requirements of NCAOR; and
- 5.2.3 undertakes to provide necessary calculations, reports and other documentation so that if built strictly according to the concept design and specifications as declared so by NCAOR; the vessels may be considered to meet the mission requirements.
- 5.2.4 assumes responsibility for the arrangement and costs of all access and other facilities that the Consultant would require to perform the Services under this agreement.
- 5.2.5 shall provide the services under this Agreement, acting in a skilful, diligent, professional, workmanlike, careful and proper manner and in accordance with any applicable laws and regulations of India and in conformity with standards and practices normally exercised by a professional in the performance of the same or similar services; and
- 5.2.6 agrees to comply with all **Laws and regulations of India** including, but not limited to, the laws in respect of statutory taxes and obligations; and
- 5.2.7 undertakes to ensure that all the relevant personnel of the Consultant have adequate understanding of the mandatory rules, regulations, IMO Codes and maritime industry standards and any other requirements pertaining to the services; and
- 5.2.8 undertakes to comply with the **Labour Laws** of India and provide to the personnel employed in India, conditions of service not less favorable than the conditions pertaining to an Indian under Indian laws; and
- 5.2.9 undertakes to complete all aspects of the work and make available to NCAOR **all deliverables as detailed at ****** to the complete satisfaction of NCAOR; In order to **avoid any conflict of interest** on part of the consultant, the consultant undertakes **NOT** to accept any other work / consultancy from any other agency/company with respect to this project throughout the tenure of this contract unless permitted in writing from NCAOR.
- 5.2.10 undertakes to complete all **deliverables within six months** from the date of award of contract and agrees that the liquidated damages as described at Clause 15.0 shall apply in the event of the Consultant not being able to complete any of the assigned work, documentation and delivery within the stipulated period
- 5.2.11 undertakes to deliver, upon the completion of the work, all originals and copies of drawings, designs, charts, documents, reports, generated by the Consultant in the course of providing the services, along with the storage media and the particulars of the format of recording of the data, in a properly packed and secured manner to NCAOR ; and
- 5.2.12 is fully liable for compliance in all respects with, and giving of all notices and paying of all taxes, duties and fees as required by the provisions of applicable Indian laws;

and

- 5.3 if the Consultant breaches any of its obligations under the clauses of 5.0 of this agreement, the Consultant shall remedy, at its own cost, any defect, which includes any failure to meet the required standard(s), to the satisfaction of NCAOR and within such time as may be specified by NCAOR.

Payment of duty and tax

- 5.4 The **import** of any equipment / software as may be required by the Consultant to complete the scope of the work will have to be arranged by the Consultant and NCAOR will not be responsible for arranging any import license or any other document for the purpose.
- 5.5 Payment of all duties and taxes as applicable in India will be to the account of the Consultant.
- 5.6 The Consultant shall bear all **Indian Corporate Taxes** levied or imposed on the Consultant under the Agreement, under the provision of Income-Tax Act 1961 or any amendment thereof and under the Company~~s~~ (profit) Surcharge/tax 1964 or any amendment thereof on account of payments received by it from the NCAOR for work done under the Agreement. The applicable TDS as per Income Tax Act would be deducted at the time of payment. It shall be the responsibility of the Consultant to submit to the concerned Indian Authorities the returns and all other connected documents required for this purpose.
- 5.7 The Consultant shall also provide NCAOR such information as it may require in regard to the **Consultant's income and expenditure** under the agreement for proper assessment of taxes and duties, if required.
- 5.8 The Consultant or his personnel shall bear all **personnel taxes**, if any, levied on the Consultant~~s~~ personnel. NCAOR shall have no liability in this regard.
- 5.9 Should the Consultant fail to submit returns/pay **taxes** in time as stipulated under the Income Tax Act and consequently the Indian Income Tax Authority imposes any interest or penalty, the Consultant shall pay the said interest/penalty.
- 5.10 NCAOR shall if so required, by the applicable laws in force, withhold from the amount due to the Consultant, **any tax payable** by the Consultant at the rate in force, and pay the withheld amount to the Indian Tax Authority directly. It shall be the Consultant~~s~~ sole responsibility to determine the amount of Taxes as due and admissible and the likely rate at which the deductions will be made on account of taxes etc. by NCAOR for payment to the Indian Tax Authorities.

6.0 Obligations of NCAOR

- 6.1 NCAOR agrees to pay to the Consultant the total agreed price in the manner provided in this Agreement on complete satisfaction of the performance by the Consultant of its obligations under this Agreement.
- 6.2 Unless otherwise stipulated, NCAOR does not assume responsibility for the adequacy or accuracy of any of the information and data provided to the Consultant. It shall be the Consultant's responsibility to verify and supplement such information and data, and be responsible for the effect that such failure of verification may have on the cost of performing the services.

6.3 NCAOR shall provide the list, specifications and makers list for the scientific equipment.

7.0 Indemnity

7.1 The Consultant shall indemnify and hold NCAOR harmless against any loss, damage, liability, cost or expense in connection with any claim or charge for damages arising out of:

7.1.1 The fault or negligence of the Consultant, including its officers, agents and other personnel and persons in contract with it in the performance of, or non-compliance with, this Agreement, as the case may be;

7.2 In particular, and for the avoidance of doubt, the Consultant shall indemnify NCAOR, against all losses, claims, damages and costs in relation to any of the following matters arising out of or in consequence of the performance of the services under this contract:

7.2.1 death or injury to any person;

7.2.2 damage or compensation to any person in the employment of the Consultant;

7.2.3 infringement of any protected rights;

7.2.4 professional liability.

7.3 The Consultant shall indemnify NCAOR against all claims in respect of or in connection with any damage to, or destruction or loss or loss of use of property belonging to and/or any death or personal injury to any third party (including in the case of a corporate person or firm, its directors, officers, employees, servants and/or agents).

8.0 Liability of Agreement

8.1 The liability of the Consultant arising out of this contract is limited in duration to a period coterminous with the period upto complete all deliverables as per the scope of work and acceptance by NCAOR and is limited to the contract value.

8.2 Neither party will be liable to the other for any consequential damages or indirect loss in relation to the services (including loss of use, revenue, profit or anticipated profit or business interruption);

9.0 Use and ownership of information

9.1 The parties recognize that under this Agreement they may each receive trade secrets and confidential or proprietary information of the other party, including but not limited to information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests, source and object programme codes and development plans. All such information, which is either marked "Confidential" or stated at the time of disclosure and subsequently confirmed in writing to be confidential constitutes "Confidential Information". Each party:

9.1.1 acknowledges the **strict confidentiality** and proprietary nature of all Confidential Information and that no right, entitlement or interest in either party's Confidential Information is extended or conveyed to the other party except for the strict purposes of each party performing its obligations under this Agreement;

- 9.1.2 affirms that it shall not at any time (other than for the proper performance of its obligations under this Agreement) disclose, divulge, communicate, publish or make available in any way to any person or entity any of the Confidential Information. Nor shall either party at any time for that party's own benefit or the benefit of any other person, directly or indirectly, take advantage of or use or in any way exploit the Confidential Information;
- 9.1.3 undertakes to take all reasonable steps to preserve the confidentiality of the Confidential Information and each party shall indemnify the other party from all losses, damages and expenses it may incur or sustain as a result of any unauthorised use or disclosure of one party's Confidential Information by the other party;
- 9.1.4 binds itself, upon request by the other party and upon termination of this Agreement, to immediately deliver to the other party all material relating to that other party's Confidential Information (including all copies of such material);
- 9.1.5 acknowledges that the obligations of confidentiality imposed upon each party shall continue (unless the Confidential Information reaches the public domain other than through the receiving party's own fault) notwithstanding that this Agreement may in all other respects have terminated.
- 9.2 All intellectual property rights relating to those products or services created under this Agreement shall be the sole property of NCAOR.
- 9.3 **Ownership** of all Design documents and Drawings is assigned to NCAOR / Govt. of India and will not be used for any other commercial purpose.

10.0 Termination

- 10.1 The Parties may mutually agree to vary the period of agreement on acceptable terms by notice in writing between them.
- 10.2 This Agreement shall automatically be terminated on expiry of its term or any extension thereof.
- 10.3 NCAOR may terminate this Agreement:
- in the event of Force Majeure existing for a period longer than fifteen (15) days;
 - If NCAOR considers that the performance of the Consultant is unsatisfactory and / or not upto the expected standard. In such circumstances, NCAOR shall notify the Consultant and specify in detail the defects and causes of dissatisfaction and shall reserve the right to terminate the Agreement after giving ten (10) days notice to the Consultant to rectify, at the cost of the Consultant, the defects and remove the causes of dissatisfaction within that period.
- 10.4 Notwithstanding anything contained herein, NCAOR may, at its sole discretion, terminate this Agreement by giving Thirty (30) days written notice without assigning any reasons, whatsoever.
- 10.5 In the event of any termination, the Consultant shall cease work as directed by NCAOR and shall forward to the NCAOR all data, reports, drawings and other documents pertaining to the services.

- 10.6 In all cases of termination herein set forth, the obligation of NCAOR to pay the charges shall be limited to the period upto the date of termination in conformity with the payment terms at 25.2.
- 10.7 Termination of this Agreement shall be without prejudice to any rights and remedies available to either Party prior to such termination.
- 10.8 If either party is in default under this Agreement on account of the **failure to perform** or observe any obligation or undertaking to be performed or observed on its part under this Agreement, the party not in default may, subject to Clause 10.9, by notice in writing to the other party, terminate this Agreement in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 10.9 Where the default is **capable of being remedied**, a party shall not exercise its rights to terminate this Agreement unless it has given to the defaulting Party a written notice specifying the default and requiring it to remedy the default within such time (being not less than five (5) working days) as may be specified in the notice.
- 10.10 If either party goes into **liquidation** or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed or becomes bankrupt or enters into a scheme or arrangement with creditors, the necessary liquidating compensations will be made to the other party as per the liquidation procedures and rules as applicable in India.
- 10.11 The termination of this Agreement shall not affect those terms which, by their nature, are intended to survive termination.

11.0 Arbitration

- 11.1 If any dispute, difference, question or disagreement shall, at any time hereafter arise between the parties hereto in connection with or arising out of the Agreement or in respect of meaning of specifications, design, drawings, estimates, schedules, annexures, order, instructions, the construction, interpretation of this agreement, application of the provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this agreement whether arising before or after the completion of the work under this Agreement, which cannot be mutually resolved by the parties, the same shall be referred to arbitration.
- 11.2 The party desiring the settlement of dispute shall give notice of its intention to go in for arbitration clearly stating the point of dispute to be decided by arbitrators and appoint its own arbitrator and call upon the other party to appoint its own arbitrator within 30 days. If the other party fails to appoint its arbitrator within stipulated period or the two arbitrators fail to appoint the third arbitrator, the court having jurisdiction shall appoint the second or third arbitrator as the case may be.
- 11.3 The arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996.
- 11.4 If any of the arbitrators to whom the matter is originally referred to dies or refuses to act or resigns from the position of arbitrator for any reason, a new arbitrator shall be appointed by the respective party who made the earlier appointment or together by both the arbitrators, in the manner aforesaid. The arbitration Tribunal so constituted shall be entitled to proceed with the reference from the stage at which it was left.

- 11.5 The arbitration Tribunal shall conclude the arbitration proceedings at the earliest after entering into reference.
- 11.6 The arbitration Tribunal shall give reasoned award in respect of each dispute or difference referred to them.
- 11.7 The venue of Arbitration shall be in INDIA.
- 11.8 The provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- 11.9 Dispute resolution legally covered under various clauses in the Merchant Shipping Act may also be considered.

12.0 Applicable Law & Jurisdiction

- 12.1 This Agreement, including all matters connected with this agreement, shall be governed by the Indian Laws both substantive and procedural, for the time being in force and as amended from time to time and shall be subject to the exclusive jurisdiction of Indian Courts.

13.0 Force Majeure

- 13.1 Any failure by a Party to comply with the terms of this Agreement shall be ignored and shall not be held against it as failure to comply if, and only if, and for so long as, compliance is hindered or prevented by reason of Force Majeure . Without prejudice to the rights of NCAOR to terminate this Agreement under Clause 13.5, that Party shall not incur liability for as long as the Force Majeure persists.
- 13.2 In the event of either party being rendered unable by conditions of Force Majeure to perform any obligations required to be performed by it under this Agreement, the relative obligations of the party affected by such Force Majeure shall, after receiving notice from NCAOR, be suspended for the period during which such cause lasts.
- 13.3 Upon the occurrence of any such condition of Force Majeure and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing within 24 (Twenty Four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 13.4 During the period the obligations of the parties are suspended by Force Majeure, the Consultant shall not be entitled to any charges.
- 13.5 In the event of Force Majeure conditions continuing or reasonably expected to continue for a period of more than Fifteen (15) days, the NCAOR shall have the option of terminating this Agreement by giving Seven (7) days notice. If this Agreement is so terminated, either party shall pay to the other party, the money payable upto the date of such termination.

14.0 Continuance of the Work

Notwithstanding any disagreement, dispute, protest, request for arbitration or court proceeding relating directly or indirectly to the works, the Consultant shall, at all times, proceed with the work in accordance with the determinations, instructions and clarifications of NCAOR. If the Consultant fails to proceed with the work, he shall be considered to be in default. In such an event, the Consultant shall be held liable for any costs and expenses arising from its failure to do so. During the period the Consultant is proceeding with the work, he shall be paid the undisputed portion of his admissible claim or payment, under the Agreement.

15.0 Liquidated Damages

15.1 If the Consultant fails to complete the work within the stipulated period and within the time frame agreed by him or at any time repudiates any part of this Agreement before completing such work, or if the performance of the vessel falls below the stated limits due to the fault of the consultant, NCAOR may without prejudice to any other rights or remedies available to it, recover from the Consultant, as ascertained and agreed, Liquidated Damages and not by way of penalty: -

15.1.1 The sum equivalent to 0.5% of contract price for each week's delay or part thereof, subject to a maximum of 5% (five percent) of the contract price, even though, NCAOR may accept the work after expiry of the period stipulated for completion of the work. NCAOR is not liable to entertain any claims made by the Consultant in respect of the additional costs incurred, if any, due to the extension of time granted by the NCAOR.

15.2 NCAOR may arrange for the scope work in default by Consultant to be carried out elsewhere at the cost and risk of the Consultant. Decision of NCAOR, in this regard, both in respect of the need and cost, shall be final and binding on the Consultant. NCAOR in such an event may not at its discretion terminate the Agreement.

15.3 At the option of NCAOR, the amount to be recovered as Liquidated Damages may be recovered from the Consultant at the time of payment of any outstanding invoices to Consultant or from the Bank Guarantee and/or adjusted against any payment due to the Consultant without prejudice to any of the other rights/remedies available to NCAOR under the terms of the Agreement.

15.4 The remedy provided by this Clause is in addition to other rights and remedies available to NCAOR under the law or under this Agreement.

16.0 Assignment

16.1 The Consultant **will not sub-contract** the services under this Agreement.

16.2 In case of merger of companies, it shall be binding on the company which takes over the Consultant to accept the responsibility and adhere to the terms and conditions of this agreement and provide services as per the agreement. It shall be the responsibility of the Consultant to notify well in advance regarding the impending merger as also to notify the company proposing to take over about these provisions of the Agreement and obtain their written consent thereto before the merger is given effect to.

17.0 Warranty and Acceptance of Work

The Consultant warrants that the work will be performed and services rendered in accordance with this Agreement, National classification rules and good shipbuilding practices and standards.

18.0 Variations

18.1 This Agreement, as specified in **Clause 4.2, is a constituent part of the Agreement** between the Parties.

18.2 No variation in the terms and conditions of this Agreement will be valid unless made in writing by authorised signatories of both parties.

19.0 No agency

The NCAOR and the Consultant act independent of each other. **Neither party is agent for the other** and neither party has any authority to enter into any agreement, whether expressly or by implication, in the name of the other party, without that party's prior written consent for purposes connected with the performance of this Agreement.

20.0 Language for Communication

The language of the Agreement and of all notices and communications hereunder shall be in **English**.

21.0 Severability

21.1 Every term of this Agreement will be interpreted to the extent necessary to prevent it from being rendered invalid, voidable or unenforceable in the circumstances.

21.2 Notwithstanding Clause 21.1, if a term of this Agreement is to be rendered invalid or voidable on account of the presence of certain word or words, that word or words shall be deleted; and in any other case, the whole term shall be deleted, and the remaining terms shall continue to have full force and effect.

22.0 Waiver

A party's failure to require the other party to perform any of its obligations, or to claim damages for any breach under this Agreement shall not constitute a waiver of that party's right unless the waiving party acknowledges the waiver in writing, signed by a duly authorised person of the NCAOR or of the Consultant, as the case may be.

23.0 Time is the essence

Time shall be the essence as regards any date or period determined under this Agreement unless any date or period specified in this Agreement is varied or amended according to Clause 18.2, in which case time shall be of the essence as regards the varied date or period.

24.0 Public statements

This Agreement is confidential. Neither party shall publicize its existence or its terms. The Consultant shall not use the name or any trade mark or trade name, whether registered or not, of NCAOR, in publicity releases or advertising or in any other manner, including any customer lists, without securing the prior written approval of the NCAOR. The Consultant is allowed to use the name of the Project in its reference list.

25.0 Price and Payment Terms

25.1 Contract Price

The total Contract Price is Rs *****

25.1.1. NCAOR will not pay any additional charges other than those provided for, in the Agreement. In particular, the following shall be to the account of the Consultant:

- (i) Any additional man-hours spent because of NCAOR comments on the design.
- (ii) Travel, accommodation and subsistence costs for any allied works, discussions with NCAOR and attending design reviews at NCAOR or anywhere in India.
- (iii) The price includes all costs related to the man-hours, software, travel and subsistence costs, consumables, document copies (soft copy / hard copy), deliverables etc.

25.2. TERMS OF PAYMENT

25.2.1 The Consultant shall submit invoices, complete in all respects for services performed on completion of stages as detailed at *****. The invoices shall be submitted for verification and payment to:

**THE DIRECTOR
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
(Ministry of Earth Sciences)
Headland Sada, Goa, INDIA – 403 804.**

25.2.4. Payment shall be made in the following stages by NCAOR within 30 days of receipt of original invoice complete in all respects. Applicable taxes at source like service tax, income tax etc, shall be deducted at source from the payment, as detailed in clauses 5.4 to 5.10.

25.2.5 Payment Schedules:-

***** (as per tender)

Note: 10% advance against submission of Bank Guarantee for equal amount valid for 120 days from the date of agreement in the format at Section 13. If advance is not claimed on signing of agreement, this 10% shall be paid along with second stage payment. Euro/USD to Rupees Conversion rate shall be as on the date of Bank Guarantee. NCAOR will be entitled to invoke payment of the amount specified in the Bank Guarantee in the event of any default by the Consultant to discharge its obligations in regard to the deliverables or the amount of advance not being used by the Consultant for the purpose it was paid.

26.0 Performance Guarantee

The Consultant should submit Performance Bank Guarantee from a Schedule-A commercial bank or a foreign bank operating in India within seven days of the date of Lol for 10% of the contract price.

Such guarantees shall be .

- (i) unconditional as per format
- (ii) valid for *** days i.e. validity till xxxxxxxxxx. (as per tender)

27.0. Notices

27.1 Any notice given under this Agreement by either party to the other must be in writing and may be delivered personally or sent by facsimile followed by post with advice of delivery. In the case of facsimile, the notice will be deemed to have been given upon receipt of the correct answer-back or receipt code. Notices will be delivered or sent to the parties addresses listed below or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement.

27.2 The address for service to NCAOR is:

**THE DIRECTOR
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
(Ministry of Earth Sciences)
Headland, Sada
GOA – 403 804, INDIA
Tel: 91-(0)832-2520876 Fax: 91-(0)832-2520877**

27.3 The address for service to the Consultant is:

Address of Consultant for the notifications to be sent:
XXXXXXXXXXXX

In witness whereof, the parties hereto have caused this AGREEMENT to be executed in triplicate by their duly authorized representatives at Goa.

For and on behalf of NCAOR

Name _____ Designation _____
Place _____ Date _____

For and on behalf of Consultant

Name _____ Designation _____
Place _____ Date _____
(Under General Power of Attorney dated executed pursuant to Resolution No. _____
dated ***** passed by Board of Directors)

END OF SECTION 7

PART - B

SECTION 8 : BID SUBMISSION FORM

No.....

Date:....

To
THE DIRECTOR
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
(Ministry of Earth Sciences)
Headland Sada, Vasco-da-Gama,
GOA – 403 804, INDIA.

Ref No. NCAOR/NORV/07

1. Having examined the Tender document including the Model Services Agreement and all the Annexures for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the Conditions set out in the Tender Document.
2. We undertake, if our bid accepted, to perform the whole of the Services within the time schedule provided and at the rates quoted by us, if found acceptable to NCAOR. It is assured that the work will commence within 7 days of award of contract as at clause 4.9 of the tender.
3. We agree to abide by this proposal for a period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period i.e. till 23rd March 2015.
4. This bid is submitted under this covering letter reference _____ dated _____., and the completed documents and information required as enclosed therewith, shall be read and construed as forming part of our Proposal.
5. This bid with your written acceptance thereof shall constitute a binding agreement between us.

Signature _____

Name _____

For and on behalf of

(Name and Complete address and contact details of firm who will be submitting the quotation)

Duly authorized to sign tender for and on behalf of the bidder

Date:_____

END OF SECTION 8

SECTION 9 : BIDDERS EXPERIENCE & CAPABILITIES

Please provide details of the following (additional details may be furnished on separate paper together with Brochures, etc.). The details to be provided in the format supplied below. However, if the space provided for any particular item is inadequate, the information may be provided as an appendix on a separate paper, and reference about the appendix may be made in the appropriate column in the format.

A1	Details of similar and bigger work carried out	
	<u>ATTACH AS MUCH DETAILS, DRAWINGS AS POSSIBLE</u>	
A1.1	Oceanographic Research Vessel	
	Type of work	
	Name of the vessel	
	Owner Name, Address, contact details	
	No./Year of Built	
	Port of Registry & Class and Class notation	
	Length	
	Draft	
	Beam	
	Major Deck Machinery details	
	Major Scientific equipment details	
	Tonnage Gross/Net	
	Engine & Generators (Make, Model & Capacity)	
	Propulsion	
	Cruising range & Speed	
	<u>ATTACH AS MUCH DETAILS, DRAWINGS AS POSSIBLE</u>	
A1.2	Fishery Research Vessel	
	Type of work	
	Name of the vessel	
	Owner Name, Address, contact details	
	No./Year of Built	
	Port of Registry & Class and Class notation	
	Length	
	Draft	
	Beam	
	Major Deck Machinery details	
	Major Scientific equipment details	
	Tonnage Gross/Net	
	Engine & Generators (Make, Model & Capacity)	
	Propulsion	
	Cruising range & Speed	

A 2	Other type vessel(s)	
	<u>ATTACH AS MUCH DETAILS, DRAWINGS AS POSSIBLE</u>	
	Type of Vessel (s)	
	Name	
	Owner	
	No./Year of Built	
	Port of Registry & class	
	Length	
	Draft	
	Beam	
	Hull	
	Tonnage Gross/Net	
	Engine & Generators (Make, Model & Capacity)	
	Propulsion	
Cruising range & Speed		

A 3	Expertise Manpower available	No of persons and years of experience
	1. Naval Architecture	
	2. Mechanical Engineering	
	3. Electrical and Electronics Engineering	
	4. Marine Engineering	
	5. Oceanographic equipment	

A 4	Client references	
	Client Details	
	Type of Project (Concept Design / Detailed design etc.)	
	Name of the client	
	Value of the project	
	Contact person	
	Address, Phone No, Fax No.	

A 5	Financial turnover of the Company for the past three years	
	Year	Turn over in Indian Rupees

A6	Quality Accreditation, if any.	
	Accreditation Details	ATTACH COPY OF CERTIFICATE
	Issuing Authority	
	Accreditation Issued for (Departments)	
	Date of Issue	
	Certificate No.	

END OF SECTION 9

SECTION 10 : FORM OF PRICE BID

- 10.1. Bidders should quote the rates in lumpsum in accordance with the format given below.
- 10.2. The prices quoted shall include all activities required by the Consultant to meet his obligations, and shall include all expenditure but not be limited to professional fees, Statutory fees, communication cost, international travel, local travel, accommodation (local and international), subsistence costs for its personnel for meeting with NCAOR officials at NCAOR premises or any place in India, hard copies of drawings, soft copies of drawings, miscellaneous expenses, remuneration to any external experts and consultants, professional taxes and personnel taxes within the bidders country and in India, service tax if any. All applicable taxes that will be deducted by NCAOR must be added to the price and not shown separately.

Description of activity	(in US Dollars or Euro or Indian Rupees) (PI strike whichever is not applicable)	
	<i>In figures</i>	<i>In Words</i>
Development of concept design, broad building specifications, time and cost estimation and submission to NCAOR as per workscope		
Service Tax (pl also state the % applied)		
Total		

Please provide details of the nature and extent of services to be provided by the Indian Agent / Representative of an overseas bidder on behalf of the bidder and the remuneration to be provided to him out of above quoted price by the Consultant in Indian currency:-

Date:

Signature of the bidder

Name and full address

END OF SECTION 10

SECTION 11 : PROFORMA FOR BANK GUARANTEE FOR BID BOND

(To be stamped in accordance with the stamp Act)

To
NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH
Headland Sada, Vasco-da-Gama, GOA 403 804, INDIA.

Whereas _____ (Hereinafter called the ~~%~~tenderer) has submitted their offer dated _____ for the services as Consultants for Research Vessels (Herein after called the ~~%~~tenderer)

WE _____ of having our registered office at _____ (Hereinafter called the Bank) are bound unto the NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH, Ministry of Earth Sciences, Govt. of India having its office at Headland Sada, Vasco Goa 403 804, India (herein after called NCAOR which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) in the sum of _____ for which payment will and truly to be made to NCAOR, 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, 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 NCAOR during the period of its validity and
 - 2.a) if the tenderer fails to furnish the Performance security for the due performance of the contract, and
 - 2.b) if the tenderer fails or refuses to execute the contract.

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

This guarantee is valid until the 23rd day of May 2015.

Signature of the bank

END OF SECTION 11

SECTION 12 : PROFORMA FOR PERFORMANCE BANK GUARANTEE

(to be stamped in accordance with Indian Stamp Act)

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

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

Dear Sir,

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

2. The NCAOR shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the Contract by the Contractor or NCAOR & Contractor may mutually vary the terms of the Contract. The NCAOR shall have the fullest liberty, without affecting this Guarantee to postpone, from time to time exercise power vested in them or of any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between the NCAOR and the Contractor or any other course of remedy or security available to NCAOR. The Bank shall not be released of its obligations under these presents by any exercise by the NCAOR of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of NCAOR or omission on the part of the NCAOR or other matter of thing whatsoever which under law would, but for this provisions have the effect of relieving the Bank.

3. The Bank also agrees that the NCAOR to its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the

Contractor and notwithstanding any security or other guarantee that NCAOR may have in relation to the Contractors liabilities.

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

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

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

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to ***** in aggregate and it shall remain in full force upto **** days (** days) from ***** unless extended further from time to time for such period as may be instructed in writing by M/s. ---- whose behalf this Guarantee has been given. Any claim under this Guarantee must be received by us before ò ò and if no such claim have been received by us on or before ò ò, the NCAOR's right under this Guarantee will cease. However, if such a claim has been received by us on or before ò ò, all the NCAOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim. The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

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

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

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

WITNESS :

(SIGNATURE)
NAME

(SIGNATURE)
NAME & DESIGNATION WITH
BANK STAMP

OFFICIAL ADDRESS

END OF SECTION 12

SECTION 13: PROFORMA FOR BANK GUARANTEE FOR 10% ADVANCE PAYMENT

Bank Guarantee No.:

Date:

Amount:

Expiry Date:

To

The Director

National Centre for Antarctic and Ocean Research

Headland Sada

Vasco-Da-Gama

Goa – 403 804.

1. In consideration of the National Centre for Antarctic and Ocean Research having its registered office at Headland Sada, Vasco-Da-Gama, Goa . 403 804 (hereinafter called as NCAOR+ which expression shall, unless repugnant to the subject or context, include its successor and assigns) having agreed under the terms and conditions of Contract No. NCAOR/***** dated *** (hereinafter called as the Agreement) in connection with Consultancy **Services** to be provided to NCAOR by M/s *** (hereinafter called as **Consultant**) to make, at the request of the **Consultant**, a lump sum advance of 10% (of contract price of Rs.....) payment of **Rs** *** as at clause *** of the Agreement) for utilizing it for the purpose of the contract entered into as per the terms of the Agreement on furnishing a guarantee acceptable to NCAOR, we, ***** Bank having our central office at ***** and having one of its branch at ***** (hereinafter referred to as Bank) do hereby guarantee the due recovery by NCAOR of the said advance thereon as provided in the terms and conditions of the Agreement. We ***** Bank do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from NCAOR stating that the amount claimed is due to NCAOR under the said Agreement. Any such demand made on or before **** shall be conclusive as regards the amount due and payable by the ***** Bank under this guarantee and M/s ***** agree that the liability of the Said Bank to pay NCAOR the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the **Consultant** and notwithstanding any legal proceeding in any Court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *****
2. We ***** Bank further agrees that NCAOR shall be the sole judge of and as to whether the said **Consultant** has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by NCAOR on account of the said advance now being recovered in full and the decision of NCAOR that the said **Consultant** has not utilized the said advance or any part thereof for the purpose of the Contract and as Agreement **** dated **** to the amount or amounts or loss or damages caused to or suffered by NCAOR shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein obtained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance has been fully recovered and its claims satisfied or discharged and till certified that the advance has been fully recovered from the said **Consultant**, and accordingly discharges this Guarantee subject, however, that NCAOR shall have no claims under this Guarantee after the expiry of the Guarantee

i.e ***** , unless a notice of the claim under this Guarantee has been served on the Bank on or before ***** .

4. NCAOR shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said **Consultant** or to advance or to extend time of performance by the said **Consultant** or to postpone for any time and from time to time any of the powers exercisable by it against the said **Consultant** and either to enforce or forebear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to NCAOR and the said Bank shall not be released from its liability under these presents by any exercise by NCAOR of the liberty with reference to the matters aforesaid or by reasons of time being given to the said **Consultant** or any other forbearance, act or omission on the part of NCAOR or any indulgence by NCAOR to the said **Consultant** or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for NCAOR to proceed against the **Consultant** before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which NCAOR may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the Bank.
6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NCAOR in writing and agree that any change in the constitution of the said **Consultant** or the said Bank shall not discharge our liability herewith.

Notwithstanding anything contained herein:

- a) Our liability under this bank guarantee shall not exceed Rs. ****
- b) This bank guarantee shall be valid upto *****
- c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if NCAOR serves upon us a written claim or demand on or before **** and
- d) All rights under this bank guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under, whether or not this document shall have returned to us, after *****

END OF SECTION 13

SECTION 14: SPECIAL TERMS FOR CONSORTIUM BIDDERS

- (i) Name and style of the Consortium to be provided in the technical bid.
- (ii) Partners shall jointly and severally be bound unto NCAOR for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to NCAOR to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
- (iii) In case of any breach by any of the partners of the consortium agreement between partners of the CONSORTIUM, each partner to be fully responsible for the successful execution / performance of the NCAOR Contract in accordance with the terms of the Contract.
- (iv) If NCAOR suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed services, meeting the guaranteed performance parameters as per the technical specifications / contract documents, the Lead Partner as well as the other Partner(s) shall promptly make good such loss or damage caused to NCAOR, on the NCAOR's demand without any demure. NCAOR shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of NCAOR to proceed against the Lead Partner before proceeding against the other Partner(s).
- (v) The financial liability of the partners of Consortium, to NCAOR with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.
- (vi) The responsibilities and obligations of each of the partners shall be delineated in contract in line with past experience of members and the lead Partner shall be responsible for the Project Management. However, the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract.
- (vii) Performance Guarantee shall be in the names of all the partners of the Consortium.

END OF SECTION 14 AND TENDER DOCUMENT