

**“Time Chartering of Ocean going Ship for Conducting
Scientific studies”**



National Institute of Ocean Technology

[राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान]

Ministry of Earth Sciences, Govt. of India,

[पृथ्वी विज्ञान मंत्रालय, भारत सरकार]

Pallikaranai, Chennai - 600 100, India

[पल्लिकरण, चेन्नई - 600100, भारत]

NIOT/HVT/1212/2023-24

Dated: 11.09.2023

Notice Inviting Tender

E- bids are invited in a "Two Bid System" (I: Technical Bid and II: Financial Bid) for the time charter of one ocean going ship for a period of 180 days +/- 20% at the CHARTERERS option between December 2023 to May 2024. It is likely that the survey may extend few days depending on the progress & weather conditions. The details of the tender are given below;

1.	Tender Number	NIOT/HVT/1212/2023-24
2.	Description	<p>Time charter of one ocean-going DP2 vessel (Survey vessel/OSV/MPSV/DSV) capable of doing bathymetry, water, sediment, and biological specimen collection, buoy deployment, deployment and retrieval of deep sea machines along with necessary handling machinery and operating crew.</p> <p>The vessel should be sea-worthy in all respects, suitably equipped with all the necessary scientific facilities/utilities for the proposed operations/work and sufficiently experienced crew and technical personnel for operations and maintenance during the voyage in prescribed area.</p>
3.	Charter Period	For a period of 180 days +/- 20 % commencing from December 2023 from Chennai Port.
4.	Delivery (Laycan) Period	Between-December 2023 to May 2024.
5.	Port of Delivery & Port of Re-delivery	Alongside berth at Chennai Port, India
6.	Endurance	Minimum 30 days.
7.	Area of operation	Arabian Sea, Bay of Bengal and CIOB and Indian ocean.
8	Submission of EMD	<p>Rs. 4,00,00,000.00 or USD 481930</p> <p>a. Scanned copy of the EMD to be uploaded in the Central Procurement portal (CPP)</p> <p>b. Original EMD should be submitted through courier/speed post or in person dropped at the tender box. The original EMD should reach NIOT well before the Closing date and time of the tender</p>

9	Tender issue Date	11.09.2023
10	Tender Mode	OTTB (Open Tender Two Bid) - Global Tender
11	Date of Pre-bid meeting	21.09.2023 @ 02.30 pm through webex
12	Last date of receipt of tender queries	20.09.2023 @ 03.00 pm
13	Tender Closing Date & Time	09.10.2023 @ 11.00 am
14	Tender Opening Date & Time	09.10.2023 @ 11.30 am
15	Bid validity	120 days from the last date of submission
16	Delivery cum Performance Security by the successful bidder only	a. 10% of contract value as per the price bid submitted [Grand total] b. Validity-60 days beyond time charter period.
17	Correspondence Address	Assistant Manager (Stores & Purchase) National Institute of Ocean Technology [NIOT] Velachery-Tambaram Main Road, Pallikaranai, Chennai - 600100 India, Email: hvt@niot.res.in Phone: +91 44 66783330/3496
18	Tender Documents Downloaded	Tender documents can be downloaded from www.eprocure.gov.in/eprocure/app and NIOT website www.niot.res.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender document.
19	Bidding Type & Tender Submission	The tender is being Two Bid system, Techno-commercial Bid and BOQ (Price Bid) should be submitted electronically through e - tender portal https://eprocure.gov.in/eprocure/app in two parts.
20	Help Manual for e-tender	Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to supporteproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120- 4200462, 0120-

		4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
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The tender will be governed as per the enclosed instructions to bidders-Annexure II and as per tender terms and conditions, of model charter party annexed as part of this tender. This tender is also subject to compliances of all Govt. of India instructions relating to ship charter hire, taxes or any other applicable law for ship charter hire in Indian.

Bidders are advised to submit the bid complete in all respects as per requirement of tender document clearly specifying their acceptance to all the clauses of bid evaluation criteria, terms & conditions and compliance to the technical specification, mandatory requirement etc; for the vessel offered by them. A draft Model charter party giving details of terms and conditions is appended as Annexure -XII.

Assistant Manager [S&P]
NIOT

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Annexure-I

I. Specification and Operational Requirements of Ocean going Ship

The National Institute of Ocean Technology is an autonomous body under Ministry of Earth Sciences and our aim is to design, develop and demonstrate reliable indigenous technologies and their applications for sustainable utilization of ocean resources for the benefit of the country. To carry out the various research work under the Mission, the Institute proposes to hire an ocean-going vessel capable of seabed mapping, sampling water & sediments, buoy deployment using appropriate handling equipment's up to a depth of 6000m. The Proposed research works will take place in the Arabian Sea, the Bay of Bengal, CIOB and Indian Ocean.

During the contract period, the proposed vessel will operate from Chennai port as its base port. NIOT will organize the cruises, including the sailing plan. The Chartered vessel shall have adequate number of Technician and crew for scientific operations such, CTD deployment, multi-beam surveys, and biological specimen collection and storage. The cruise will last approximately 30 days and the cruises will be scheduled once in a month, with a three-day gap between them for preparatory work for next cruise.

The chartering is inclusive of following:

- Fuel oil, lube oils & other oils
- Fresh water, potable water, packed water bottles
- Accommodation and Victualling for the participants
- Communication / email charges from ship to shore and vice versa using ships facilities
- H&M, P&I Insurance cover for ship and crew
- Usage of Scientific equipments as listed in the tender specification

Reimbursable:

- Expenses related to the Entry/Exit to Ship or any other port related expenses pertaining to pilotage/wharfage/berth hire charges will be reimbursed at actual based on Invoices from Port/Customs
- Communication charges [data/voice communication] will be reimbursed at actual usages by Scientific crew based on the invoices of service provider

Any other approvals from the Govt./Flag/Concerned Shipping Authority in their country or in India to be borne by the bidder.. However, NIOT will facilitate the process by providing documents as deemed necessary.

- Length Overall : 75-100 m

- Station Keeping Capability : DP2
- GRT : min. 4000 MT
- Deck space : min. 600 sq.m
- Main A-frame stern : min. 15 ton (SWL)
- Ship Crane : min. 10 Ton (SWL)
- Accommodation : min. 20 personnel [scientific complement]
- Endurance : min. 30 days
- Scientific Equipment : MBES, CTD with Rosette, CTD winch & cable

6000m depth operation, deep sea winch 6000m depth operation, heave compensation, gravity corer, work boat, Milli Q, HiPAP [Preferable]

- Ocean-going DP2 vessel (Survey vessel/OSV/MPSV/DSV) capable of doing bathymetry, water, sediment, and biological specimen collection, buoy deployment, deployment and retrieval of deep sea machines along with necessary handling machinery and operating crew.

- **Area of operation:** Arabian Sea, Bay of Bengal, Indian Ocean, CIOB.

1. CLASS OF THE VESSEL

The vessel should be sea- worthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage and capable of position keeping using DP2 system for smooth & efficient deployment & recovery scientific equipment's. The vessel shall have appropriate handling machinery onboard and SONARS for carrying out the scientific operations. Adequate documents to substantiate this clause should be attached as Appendix I of bid.

2. AGE OF THE VESSEL

The vessel should be sea-worthy in all respects and not older than 30 years on date on opening of Technical Bid, suitably equipped with all the necessary facilities/utilities for voyage to and operations as specified area. Younger vessel shall be preferred in case of tie in financial offers.

3. PORT OF DELIVERY

CHENNAI SEA PORT, INDIA

After delivery, sea-trials shall be carried out for Main propulsions, Generators, DP & Scientific equipments. If trials are successful, the date of delivery shall be considered as acceptance date. In case of unsatisfactory trials, the delivery date shall be effective from the date of satisfactory trials and its accepted by NIOT authorized officials. For such period, no liability lies with NIOT and beyond days NIOT at its liberty may encash the Bank Guarantee given for performance security deeming such a lapse as contractual

breach. CHARTER PERIOD.

4. CHARTER PERIOD

The Charter period for a period of 180±20% days Successful bidder shall ensure that chartered vessel is mobilized to Indian port on time without any waste of time so that full fair weather season is made use of during December 2023 onwards for a continuous period of 180 days.

Tolerance may be considered as +/-20% on the charter period of 180 days ie. Min 144 to max. period of 216 days

5. SEA WORTHINESS OF THE VESSEL

DP2 vessel for a period of 180days +/- 20% should be sea-worthy in all respects and suitably equipped with all the necessary facilities/utilities for voyage and operations. All the statutory certified certificates, including but not limited to the requirement of the Class & regulating authority in India should be closed (English language/ Translated to English language duly certified). Adequate documents to substantiate this clause should be attached as Appendix II of bid.

Bidder shall provide all the mandatory valid certificates [provided sample certificate name below] including insurance [H&M and P&I] required for operation in the proposed waters at the time of bid submission.

- Classification certificate
- International load line certificate
- Safety Radio certificate
- Safety Management certificate
- International Oil Pollution Prevention certificate
- Compliance certificate of Sewage Pollution prevention
- International Tonnage Certificate
- General Trading certificate

6. ENDURANCE

Vessel capable of independent navigation in Indian waters should have an endurance of minimum thirty days. The offered vessel should have sufficient bunkering facility to store fuels for its own consumption or a minimum period of thirty days. Adequate documents to substantiate this clause should be enclosed as Appendix III of bid.

Bunkering of the ship for scientific cruise is the responsibility of the contractor and he has to ensure sufficient bunkers are kept onboard at all times to undertake cruise. Replenishment of fuel oil to be planned well in advance and shall be taken during the port stay between each cruise.

7. ACCOMODATIONS AND ACCESS TO OTHER AREAS

The offered vessel should have fully air-conditioned accommodation for at least 20 scientists [minimum of 11 cabins] with W/C and bath facility, besides the requirement of vessel crew and officers. There should be adequate bath and toilet facilities for charter personnel. Each cabin should have a working table, chairs and sufficient space for members to keep their belongings and their daily utility items. Each cabin should also have electrical points to operate electrical gadgets (running of 220 volts; sufficient no. of Indian style adaptors; minimum 20 nos). All above facilities should be made available before delivery of the vessel.

The whole reach and burden of the vessel as available on-board workshops, Radio rooms, cabins for CHARTERERS personnel and spaces required for scientific exploration, experiments and Research work, lawful deck capacity to be at the disposal of CHARTERERS. Acceptance to this should be provided as Appendix IV of the bid.

8. FUEL GRADE:

The vessel should be using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO)

9. CARGO HANDLING FACILITIES:

The vessel should have cargo storage facilities for trans-shipping/customized and standard marine freight containers.

The whole reach and burden of the vessel as available on-board workshops, Radio rooms, cabins for Charterers personnel and spaces required for scientific exploration, experiments and Research work, lawful deck capacity to be at the disposal of charters.

10. COMMUNICATION AND NAVIGATIONAL FACILITIES:

The vessel should have adequate communication and navigational equipment on-board for ship. These include HF, VHF and satellite communication equipment. The satellite communication systems should be pointed towards Indian-ocean region of satellites for uninterrupted access by the charters from India. The vessel should also have Radar, GYRO Compass, Echo-sounder measuring depths up to 6000 meters, GPS, weather recorder and any other requisite equipment for navigation of the vessel in open sea waters. All these equipment should be made available to Charterers personnel for scientific observations and operational requirements. It should have the standby set-ups for all these operationally needed equipment. Adequate documents to substantiate this clause should be enclosed as Appendix V of bid.

11. EQUIPMENTS AND LAB FACILITIES

The offered vessel should have sufficient open deck space onboard with adequate space for operating the scientific equipment for oceanographic research. Adequate documents to substantiate and indicating the space offered to fulfill this clause should be enclosed as Appendix VI of bid.

Requirement of equipment's onboard: The offered vessel should have following essential scientific equipment's in operational state/condition with minimum three technical staff or its operation and maintenance.

TECHNICAL REQUIREMENTS

Sl. No	Requirement	Specification Details	Remarks
A. Cranes, Winches, A-Frame, etc.			
01	Winches [Deep Sea Winch & CTD Winch]	<ul style="list-style-type: none"> • A deep sea winch with rope (suitable for 6000m depth operation, typically 10-18mm diameter cable, with minimum capacity of 10T load. The winch should be capable for operating 6m gravity corer to collect sediment core samples. • Display unit to display the cable length (meter wheel) played out during operation and load on winch, cable guider • A CTD winch with conductor cable 8-12mm dia and length [suitable for 6000m depth operation] for CTD operation 	Adequate documents illustrating the deployment of the CTD and gravity corer instruments should be closed as Appendix VII of bid. The evaluation will be done based on the suitability of available handling machinery.
02	A-Frame [Launching & Recovery System]	Suitable A-Frame in aft with adequate SWL (min 15 tons) to handle buoy and other scientific equipment deployment and retrieval operations. At least Height: 10m Width: 11m	The evaluation will be done based on the suitability of available handling machinery.
03	Hydraulic crane (min 5 Ton capacity)	Crane with adequate capacity to move the equipment's on the main deck. The crane should have adequate reach to cover the entire main deck operations.	The evaluation will be done based on the suitability of available handling machinery.

04	CTD (Conductivity, Temperature and Depth) measurement and collection of water sample (desirable)	CTD (system with auxiliary sensors like Chlorophyll, Dissolved oxygen, PAR, Transmissometer, Altimeter) comprising with conductor cable with deck unit and rosette is desirable:	Owner should provide the necessary calibration certificates and manuals as per the OEM specification of the CTD to the charterer before the delivery of the vessel.
		<ul style="list-style-type: none"> • Rosette underwater unit with capacity for 12/24 nos. niskin bottles (water samplers of 5lit capacity each) • Data logging and processing system • Adequate space for CTD operation and collection of sea water samples 	
05	Automatic Weather Station (AWS) for Continuous measuring of weather conditions (Air temperature, Solar radiation wind speed, wind direction, humidity and atmospheric pressure)	<ul style="list-style-type: none"> • Data logger/control station should be fixed in Atmospheric Lab • Preferable range and accuracies (Air temperature (range: 10-50°C, • At least one technical, skilled crew member is responsible for AWS operation and Maintenance. 	Bidder should provide the necessary calibration certificates and manuals as per the OEM specification of the AWS to the charterer before the delivery of the vessel.
06	Echo-sounder	<ul style="list-style-type: none"> • Multi beam echo sounder sonar with capability of operation up to full ocean depth. 	Bidder should provide the necessary documents/ manuals of the Echo sounders as per the OEM specification to the charterer before the delivery of the vessel.
07	Sediment gravity corers	<ul style="list-style-type: none"> • 6 m long gravity corer along with adequate Lead weight • Spare Core cutter • Spare core catcher • Spare steel Core Barrel-Spare PVC Core liner 125MM OD, to suit steel Core barrel- • Spare endcaps to snugly fit PVC core liners- 	Supporting documents need to be submitted before the delivery of the vessel.

		<ul style="list-style-type: none"> • Core cutting table with adequate space. • A Pinger (5000m or more range) with signal tracking facility for coring operation (mandatory) 	
08	Mili Q for ultrapure water Unit	<ul style="list-style-type: none"> • System with advanced reverse osmosis and UV treatment • Water quality should be ultra-pure (Type I) (18.2m ohm cm at 25⁰C, <1 ppb • With POD dispenser and storage tank 	Adequate space should be provided for Mili Q water unit in wet lab for reagent preparation and cleaning of equipments and glasswares. Supporting documents/ manuals as per the OEM specification to be submitted before the delivery of the vessel.
09	Deep Freezers	<ul style="list-style-type: none"> • cold storage for water samples (capacity ~ 1000 liters x 1 each) at various temperature (4°C, -20°C, -40°C) in Wet lab. • 2 nos of refrigerator to store sample to be provided in laboratory. 	
10	Small motorized boat [GEMINI]	<ul style="list-style-type: none"> • Provide a small motorized boat (4 people capacity) and the facility to lower the boat while deploying the glider and other required observations in the mid-sea. 	Supporting documents of the safety and the working condition of the boat to be submitted before the delivery of the vessel.
11	Technical crew member along with minimum four walkie talkie set for the scientific instrument operations.	<ul style="list-style-type: none"> • Well experienced three ship technical personnel for uninterrupted operation (24×7) of the charterer's scientific instruments (CTD, MBES, Gravity corer, Bongo Net, etc.) for assembly, deployment and retrieval, including winch/ A frame/Jib boom/crane/deck operations. • Scientific crew/team working on deck should be provided 	

		with Safety working Vests and helmets.	
12	Bongo Net	Double ring net for horizontal, Mouth opening: 60 cm or 50 cm, Mesh size: 200 µm, Flow meter, spare for bongo net Operation required through winch/A frame (Horizontal towing)	All documents/manuals as per the OEM specification may be submitted
B. Lab and Deck Space requirements			
13	Open Deck Space	<ul style="list-style-type: none"> Open deck space suitable for coring and sample collection area-approx. 600 sq m) 	The evaluation will be done based on the suitability of available open deck space.
14	Lab for filtration of seawater, physical, chemical and biological analysis	<ul style="list-style-type: none"> Lab space min 10 sq m Air conditioned and temperature controlled Seawater and fresh water supply with facility of wash basin (2 nos.) 	The evaluation will be done based on the suitability of available lab space.
15	DryLab For various chemical and biological experiments	<ul style="list-style-type: none"> Lab space approx. not less than approx 10 sq m Facility to secure/tightening the instruments glasswares during rough condition of sea. Air conditioned and temperature controlled 	The evaluation will be done based on the suitability of available lab space.
16	Computer Room with multifunctional device (printer, scanner and photocopy)	<ul style="list-style-type: none"> Working Space not less than approx. 9sqm (1 no) 	The evaluation will be done based on the suitability of available lab space.
17	Meeting/ Conference/ Common Room with internet, LCD/LED Display with audio system.	<ul style="list-style-type: none"> Adequate space for 10 people to meet & discuss. 	The evaluation will be done based on the suitability of the space identified.
18	Accommodation Cabins with wash rooms attached	<ul style="list-style-type: none"> All cabins should be with air-conditioning as per the weather conditions. 9 nos of two bed cabin & 2nos of Single bed cabin 	The evaluation will be done based on the suitability of the space identified.

19	Multi-Plankton Net (MPN)	MPN with 5 net bags, Mouth opening: 0.25 m ² , Mesh size: 200 µm, spares, Hydro bios system with auxiliary sensors like, Salinity, Temperature, Depth, comprising of: <ul style="list-style-type: none"> • Conductor Cable for its operation • Deck unit for MPN • Different plankton net sizes (200-µm-10nos and 100- µm-10nos) • All essential spares including nets for the MPN may be available on board 	The same CTD cable can be used for the operation of the MPN. All documents/ manuals as per the OEM specification may be submitted.
<p>NB:(i) Adequate documents to substantiate the availability of the instruments, technical persons and indicating the lab space offered to fulfill this clause should be enclosed as Appendix VI of bid.</p> <p>(i) Sufficient power point should be provided (5amp,15amp and Indian adaptor) with 220-volt supply to all the laboratories, conference/meeting room and all the charterers accommodation.</p>			

12. THRUSTERS

The offered vessel should be equipped with bow (side) thrusters for stable positioning of vessel for the smooth operations of all required equipment in rough weather conditions also in the area of operations. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as Appendix VIII of bid.

13. PAYMENT TERMS [Table1]

Sl.No	Number of Installment	Payment details
01	First	100% of the total mobilization charges shall be paid within 15 working days of delivery of vessel to CHARTERERS at a berth in Chennai, India and submission of successful sea trail report as envisaged in clause no.3 and acceptance by NIOT for charter hire. Invoice to be submitted in original complying with all requirements.
02	Second	OWNER will submit invoice immediately on delivery of the vessel in order for an amount equivalent to 30 days of Charter hire charges

		on pro-rata. The invoice shall be raised as per day rate indicated in contract and the payment will be made for the same within 10 days after completion of 30 days of charter. In case the ship is not functional due to fault attributable to ship owner or payment shall be effected for actual days of charter hire put in effective usage as per charter party terms.
03	Third	OWNER will submit invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one-minute basis on 31 st day. Payment will be made within 10 working days after completion of 60 days of charter. In case the ship is not functional due to fault attributable to ship owner or payment shall be made for actual days of charter hire put in effective usage as per charter party terms. Any repeat of same fault shall result in levy of penalty as pre quantified liquidated damage @5% of day hire cost for non-working days.
04	Fourth	OWNER will submit invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one-minute basis on 61 st day.. Payment will be made with in next 10 working days after completion of 90 days of charter. Any repeat of same fault shall result in levy of penalty as pre quantified liquidated damage @5% of day hire cost for non-working days.
05	Fifth	OWNER will submit invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one-minute basis on 91 st day.. Payment will be made with in next 10 working days after completion of 120 days of charter.- Any repeat of same fault shall result in levy of penalty as pre quantified liquidated damage @5% of day hire cost for non-working days.
06	Sixth	OWNER will submit proforma invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one-minute basis on 121 st day. Payment will be made with in next 10 working days after completion of 150 days of charter. Any repeat of same fault shall result in levy of penalty as pre quantified liquidated damage @5% of day hire cost for non-working days.
07	Seventh	OWNER will submit invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one-minute basis on 151 st day. Payment will be made with in next 10 working days after completion of 180 days of charter. Any repeat of same fault shall result in levy of penalty as pre quantified liquidated damage @5% of day hire cost for non-working days.
08	Eighth	OWNER will submit proforma invoice in order for an amount equivalent to extended days of Charter hire charges on pro-rata one-minute basis on the last day of charter. Payment will be made within next 15 working days after completion of the extended no of charter days. Any repeat of same fault shall result in levy of penalty

		as pre quantified liquidated damage @5% of day hire cost for non-working days.
09	Ninth	100% of the total demobilization charges shall be paid within 15 working days after redelivery of vessel to owners at a berth in Chennai, India and submission of invoice in original in order.

14. PRE-QUALIFICATION CRITERIA

1. Technical Criteria

1. Bidder should own/operating in long contract at least one or more similar vessel [as per NIT] with valid certificates and relevant documentary proof should be submitted. If bid is submitted by non-owner, the bidder shall submit the authority based on which they have submitted tender for charter hire including the pre-existing legally enforceable agreement permitting to participate in tender and offer for Charter hire and with terms. It is clarified that NIOT expects the tender from Ship owners directly and there is no requirement to engage any intermediaries.
2. Bidder should have the experience in deploying Deep Sea machines/ROV/Ocean Observation /Tsunami buoy and carrying scientific measurement like bathymetry, sampling and CTD casting. Work completion certificate from similar experience shall be submitted.
3. Vessel should have the scientific handling system
 - a. Deck crane - min. 10Ton @ 15-20m boom
 - b. Main A-frame - min. 15 Ton SWL (Height:10m Width:11)
 - c. Deep sea winch & cable -suitable for 6000m ocean depth operation
4. Vessel should have the scientific equipment
 - a. Multibeam Echosounder for 6000m ocean depth operation
 - b. CTD with rosette system for 6000m ocean depth operation

2. Financial Criteria

1. The average annual financial turnover of 'The bidder' during the last three years, ending on '31st March 2023, should be minimum of Rs.24.00 crores (or) 240 million as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.
2. The net worth of the Bidder firm should not be negative on 31.03.2023 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent)

in the last three years, ending on 'The Relevant Date' (i.e.) 31.03.2023. As certified by Chartered Accountant

- a. **Victualling charges:** Victualling charges shall be included within the per day charter hire charges and shall not be paid separately.
- b. Bunkering, supply of provisions including fresh water charges shall be included as part of day hire charges and the same should be planned in order to complete them within 3 days period available between cruises while ensuring that it doesn't affect the sailing programme. Owner/bidder may appoint an Indian agent to co-ordinate between the charterer for obtaining necessary clearance for operating the vessel in Indian EEZ and adjacent international waters, clearance of men and materials at base port/any other port in India etc.,
- c. **Agent Commission (If any) to Indian Agent:**
 - (i) In case of an Indian Nominated Agent, commission (not more than 1.25%) as agreed between the OWNERS and the Agent shall be deducted from the mob-demob. charges and charter hire by the CHARTERERS and paid to the Agent directly in equivalent Indian Rupees within 15 working days of submission of invoice in original by the concerned Agent.
 - (ii) The details of the nominated Indian Agent to be mentioned in detail about Indian Agent and their roles and responsibilities.
- d. **Payment Transfer charges:** For international transfers of funds towards the payments by the NIOT to the OWNERS, the bank charges that would be applicable with in India would be borne by the NIOT and any charges that would be applicable outside India would be borne by the OWNERS.
- e. **Country of Origin :** The bidder should indicate the country of origin of the ship to be provided in the technical bid.

Annexure-II

II.INSTRUCTIONS TO BIDDERS

1. Kindly go through the enclosed Notice Inviting Tender (NIT), Bid Evaluation Criteria and Bid documents before submission of bids.
2. Ensure that all documents including the supporting technical literature of the Vessel offered are submitted in English language.
3. Submission of bids: Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid (BOQ) as Part-2 should be submitted electronically through CPP Portal eprocure@nic.in. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized register with. The bid/quotation cannot be submitted without DSC. Bidders are advised to submit their quotation in two Parts, no manual tender is acceptable.
4. Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded in the portal only. **The price/cost should not be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.**
5. The bids are to be submitted as per the bidding type indicated in the front page of the NIT.
6. Part-2 should contain only the price bid indicating the cost.
7. Technical bid should contain following:
 - a. Tender Acceptance Form as per Annexure-III duly endorsed in acceptance.
 - b. Compliance Statement duly endorsed in acceptance as per Annexure -IV.
 - c. Criteria for Technical Evaluation duly endorsed in acceptance as per Annexure-V.
 - d. Details of offered Vessel Annexure-VI
 - e. Bid Bond of requisite value and validity as per Annexure-X
 - f. Financial Evaluation Criterion (indicating criteria for evaluation of financial bid) duly endorsed Annexure-IX.
 - g. Integrity pact: Pre integrity pact duly signed by the Owners has to be submitted with technical bid.
 - h. Any other technical information considered necessary

8. Pre Bid meeting:

Pre bid meeting shall be held on 21.09.2023 at 2.30 pm through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email on or before 20.09.2023 at 3.00 pm to hvt@niot.res.in. Corrigendum issued based on pre bid meeting clarification shall form part of the tender and the LOI/Contract will be issued to the successful bidder.

9. Bidders are advised to submit all details, documents and information part of the tender and upload in the E tender portal to enable evaluation of tender in time as per NIT terms. In case any details are insufficient, NIOT at its discretion may seek for necessary clarification with time limit. Still not furnished or responded for any specific queries or clarity sought by NIOT within time, tender shall be evaluated with available information and may result in non-compliant tender rejection of the bid.
10. Ensure that your bid should submit through online portal before last date and time for submitting tender. The bids submitted after the closing date and time of the tender will not be considered.
11. Ensure that each page of the tender document are signed by the Bidder and stamped.
12. NIOT will not be responsible for the loss of tender form or for the delay
13. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.

14. Bid Bond shall be forfeited in the following events:

- a. If the offer is withdrawn during the validity period or any extension thereof.
 - b. If the offer is altered or modified in a manner not acceptable to NIOT during the validity period or any extension of the validity duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the NIOT.
 - c. If a bidder whose tender has been accepted fails to furnish Performance security within 15 days from the date of issue of LOI and before the expiry of Bank Guarantee period for Bid bond.
15. Bid Bond of unsuccessful bidders will be returned after finalization of the tender. Bid Bond of successful bidder will be returned on receipt of performance security.
 16. In case certain clarifications are sought by NIOT after opening of tenders, the reply of the bidder should be restricted only to the clarifications sought.
 17. NIOT reserves the right to reject any or all Tenders without assigning any reasons thereof.
 18. In case if the bidder is not the owner, agents or authorized representative should provide a letter from Owners authorizing them to bid on their behalf, only for submitting the bid

19. TDS (Tax deduction at source).

I. a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable for service portion. Valid Permanent Account Number (PAN) is mandatory.

b) **Deduction of GST TDS for the Indian Bidders:**

c) GST-TDS is deductible on supply of goods or Services in respect of Intra - State Supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2%(IGST) from the payment made or credited to the supplier of taxable goods or services or both.

II. a) **Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders:** Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement between the bidder's Country and the Government of India.

III. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

20. Fundamental Principle of Public Buying:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies). every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. Bidder from a country which shares a land border with India" for the purpose of this Order means
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country, or
 - c. An entity substantially controlled through entities incorporated established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under(1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - i. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - ii. The successful bidder(Contractor) shall not be allowed to sub- Contract works to any Contractor from a country which shares a land border with India unless such Contractor is registered with the Competent Authority.

ASSIGNMENT AND SUBCONTRACTING : The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also the Contract shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also partnerships or third party vendors during Tender should not be altered without a written approval.

(TO BE SUBMITTED WITH TECHNICAL
BID)

III. TENDER ACCEPTANCE FORM

To

The Director

National Institute of Ocean Technology

Velachery - Tambaram main road

Narayanapuram, Pallikaranai

Chennai 600100.

1. Having examined the Tender Document *****dated along with all Annexure for the performance of the Services tendered for, we, the undersigned, here by offer to perform the Services in conformity with all the conditions set out in the Tender Document, and also in the corrigendum which are form part of the pre-bid meeting.
2. We agree to abide by this Tender validity for a period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and to be accepted by you at any time before the expiration of that period.
3. We understand that NIOT is not bound to accept the lowest or any Tender received and NIOT has the right to cancel the Tender.
4. We have not been black listed by any client or violated/defaulted any norms in any country.

Signature.....

Name.....

For and on behalf of

.....

.....

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

.....

Date:.....

ANNEXURE – IV

IV. TECHNO COMMERCIAL COMPLIANCE STATEMENT

I/We understand that the bid which does not fulfill any of the following conditions shall be rejected.

S. No.	Condition	Complied (Yes/ No)	Remarks, if any
1	Submission of bids in “Two Bid System”. (Technical Bid and Financial Bid)		
2	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)		
3	Submission of Bid Bond INR 4,00,00,000.00 / USD 481930 along with Technical Bid.		
4	Unconditional validity of bid for 120 days from the last date of submission of bid.		
5	Acceptance for submission of Performance security for execution of contract for a sum equivalent to 10 % of contract value, in case of award of contract to the bidder.		
6	Offer submitted in original, each page duly signed by the Owners/ authorized representative.		
7	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document.		
8	Submission of authority letter from Owner, in case bidder is not Owner.		
9	Whether accepted to submit the LOI acceptance within 7 days from the date of receipt of the LOI?		
10	Whether payment terms of the tender is complied with?		
11	Whether the tender is fully complying with tender specification / Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?		
12	Whether Penalty / liquidated damage as specified in the NIT accepted unconditionally?		
13	Submission of pre contract integrity pact signed by authority signatory & uploaded.		
14	Whether every page of the tender document is digitally signed and uploaded in the CPP portal along with the other documents.		

Technical Compliance			
S. No	Specification	Description	Yes/ No
1	Age of vessel	Not more than 30 Years	
2	Class of the Vessel	Suitable classification vessel as per the tender requirement	
3	Seaworthiness/Valid Class Certificate	The vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage to and operations.	
4	Reach of the crane (m)	Minimum outreach of 12 m or greater in single crane mode for 10 MT and at least 10 m in twin crane mode for 15 MT.	
5	Life boats / rescue boats (with capacity for no. of persons)	For all passengers on board vessel.	
6	Passenger capacity with suitable accommodation	20 passengers excluding Ship crew & scientific equipment operators	
7	Fuel Type for vessel consumption	Marine Gas Oil	
8	Endurance (No of Days)	30 days minimum	
9	Vessel handling facility	A-Frame, Crane, Winches as per Tender specification	
10	Scientific Equipment	Availability of all scientific equipment as per Tender specification	

Signature.....

Name.....

For and on behalf of

.....

.....

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

.....

Date:.....

ANNEXURE-V

CRITERIA FOR BID EVALUATION

V. Pre-Qualification criteria

1. Technical Criteria

Criteria for Technical Evaluation			
S. No	Specification	Description	Complied / Not Complied
1		Bidder should own/operating in long contract at least one or more similar vessel [as per NIT] with valid certificates and relevant documentary proof should be submitted. If bid is submitted by non-owner, the bidder shall submit the authority based on which they have submitted tender for charter hire including the pre-existing legally enforceable agreement permitting to participate in tender and offer for Charter hire and with terms. It is clarified that NIOT expects the tender from Ship owners directly and there is no requirement to engage any intermediaries.	
2		Bidder should have the experience in deploying Deep Sea machines/ROV/Ocean Observation /Tsunami buoy and carrying scientific measurement like bathymetry, sampling and CTD casting. Work completion certificate from similar experience shall be submitted.	
3		Vessel should have the scientific handling system 5. Deck crane - min. 10Ton @ 15-20m boom 6. Main A-frame - min. 15 Ton SWL (Height:10m Width:11) 7. Deep sea winch & cable -suitable for 6000m ocean depth operation	
4		Vessel should have the scientific equipment c. Multibeam Echosounder for 6000m ocean depth operation d. CTD with rosette system for 6000m ocean depth operation	

2. Financial Criteria

Sl.No.	Description	Compliance (Yes/No)
1	The average annual financial turnover of 'The bidder' during the last three years, ending on '31st March 2023, should be minimum of Rs.24.00 crores (or) 240 million as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.	
2	The net worth of the Bidder firm should not be negative on 31.03.2023 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date' (i.e.) 31.03.2023. As certified by Chartered Accountant	

Signature.....

Name.....

For and on behalf of

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.....
.....

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

.....

Date:.....

ANNEXURE-VI

(TO BE SUBMITTED WITH TECHNICAL
BID)

VI. DETAILS OF OFFERED VESSEL AND BIDDER

The bidders are advised to give necessary information required by respective point along with documentary support thereof as proof.

		Details	Details of Supporting Document(s) Appended
1	BIDDER/AGENT COMPANY		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
2	REGISTEREDOWNER		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
3	Vessel Name		
3.1	Year of Built		
3.2	Year of registration		
3.3	Year of refit/ refurbishment		
3.4	IMO Number		
3.6	Seaworthiness		
3.7	Length(m)		
3.8	Breadth (m)		
3.9	Draft max.(m)		
3.10	Gross Tonnage (MT)		
3.11	Net Tonnage (MT)		
3.12	Dead Weight Normal Operation (MT)		
3.13	Number of Cranes and Maximum load lifting capacity		
3.14	Maximum Lifting capacity With single crane (MT)		
3.15	Water Production/day (m3)		

3.16	Number of lifeboats/ rescue boats with capacity for number of persons		
3.17	Number of life rafts with capacity for number of persons		
3.18	Work Boat required for glider operations		
4	ACCOMMODATION		
4.1	Passenger capacity		
4.2	No of cabins for passengers		
4.3	Dining Hall for passengers With seating capacity		
4.4	Recreation room for Passengers with seating		
4.5	Galley/Kitchen for passengers (Separate/Shared)		
4.6	Radio Room with VHF/Aviation Radio/ Satellite Phone/Internet facility, Printer copier etc.		
5	ENGINE, BOILER, FUEL & SPEED		
5.1	Number of Engine (s)		
5.2	Main Engine Type		
5.3	Main Engine (BHP)		
5.4	Auxiliary Engine Type		
5.5	Auxiliary Engine (BHP)		
5.6	Bunker/ Fuel type/ Grade		
5.7	Bunker capacity (MT)		
5.8	Speed Max (knots)		
5.9	Speed Normal Cruising (knots)		
5.10	FUELGRADE: Indicate vessel using Marine Gas Oil (MGO) /Marine Diesel Oil (MDO)/ IFO. (Usage of IFO has been banned South of 60°S since 2011)		
5.11	Fuel Consumption per 24 hrs Normal Cruising (MT)		
5.12	Fuel Consumption per 24 hrs Max Speed (MT)		
5.13	Endurance in (Number of Days)		
5.14	Thrusters-type and number(s)		
5.15	Indicate vessel has following facilities:		

5.16.1	Stern A-frame of 15 Ton SWL, around 7 meters tall		
5.16.2	One 5-ton Tugger winch installed on the A-frame with 14-18mm dia rope reaching water level.		
5.16.3	SWL 5ton at Max outreach. (outreach of crane to be about 5 m outreach from the ship).		

The technical bid (cover I) should be accompanied by a GA plan of the vessel, type and specification of the fuel to be used

Note: Documents in support of Technical Specifications, Drawings and photographs of the Vessel to be enclosed.

Signature.....

Name.....

For and on behalf of

.....

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

Date:

ANNEXURE-VII

VII.

OTHER TERMS & CONDITIONS

1. The offered vessel should have following facilities for CHARTERERS personnel:
 - a. Proper kitchen with adequate number of gadgets and crockery, Indian cook to serve Indian food, dining hall to accommodate at least 20 persons at a time and sufficient number of washing machines
 - b. the pantry to be opened for the CHARTERERS personnel round-the-clock, due to nature of their work. For Indian style food, the OWNERS providing the necessary facilities for all cooking arrangements and preparations. The OWNERS may arrange Indian cook and Mess Stewards exclusively for attending to the CHARTERERS personnel's work / accommodation etc.
 - c. Adequate life boats, both at port and star-board sides, sufficient enough to rescue the CHARTERERS personnel and crew in any unforeseen eventuality.
 - d. Adequate recreation and conferencing facilities such as TV, Audio, and few in door games.
 - e. A single room set with attached bath and toilet facilities for the use of Chief Scientist along with PC/Printer, refrigerator etc.
 - f. An office room equipped with PC, printer, photocopier and internet facility.
 - g. Packaged drinking water for consumption by expedition members (avg. 4 lit/person/day)
 - h. The OWNER to provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The OWNER to provide adequate number of Crane Drivers and Crew for operating winches, windlass on-board for the CHARTERERS stores, scientific equipment operations, scientific exploration, experiments and research or any other nautical operations including the CHARTERERS personnel gear or any other materials agreed of instruments and facilities.
 - i. Bunkers of fuel oil, lube oil, and freshwater is under the scope of the work. Contractor shall ensure sufficient bunker is kept onboard at all times to undertake the scientific cruise without interruption charges for bunkers shall be included in the per day charter hire charges.
 - j. The OWNERS only to be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such delay or loss has been caused by want of due

- diligence on the part of the OWNERS or their Manager in making the Vessel sea worthy and fitted for the voyage or any other personal act or omission or default of the OWNERS or the Manager
- k. The Vessel(s) to work day and night as per ships articles as and where required by the CHARTERERS.
 - l. The Vessel will have adequate communication and navigational equipment onboard for ship operations. These include HF, VHF and satellite communication equipment having e-mail and internet facility for uninterrupted access.
 - m. The Vessel has fully air-conditioned, including room heaters, in accommodation for 20/ as per actual, besides the Vessel's crew. The entire living accommodation is in the superstructure of the Vessel. Each cabin will have a working table, chairs and sufficient space. Each cabin will also have electrical points (Indian type) to operate electrical gadgets.
 - n. Medicines and equipment to be as per required regulations with sufficient storage space.
 - o. The Vessel will have proper kitchen with adequate number of gadgets and crockery, dining hall to accommodate about 20 persons at a time and sufficient number of washing machines for the use of the CHARTERERS personnel.
 - p. The Vessel will have sufficient lifesaving equipment to rescue the CHARTERERS personnel and crew, in any unforeseen eventuality as per the International Requirements.
 - q. The Vessel will have an office room equipped with pc, printer, email, internet and photocopier for the use by the CHARTERERS personnel. Cabins should be provided with suitable power adapters for operating PC/Laptops or other equipment of Indian type.
 - r. The OWNERS of the Vessel should be willing to take up welding jobs those may be necessary for securing/anchoring the cargo and any other installations, such as winch, other scientific instruments etc. those may be needed by the CHARTERERS personnel for scientific / operational purpose.
 - s. Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water [mineral water in sealed bottles] for at least 3 liters per person per day to be provided by the ship.
 - t. Fire Fighting equipment: The Vessel will be fitted with firefighting appliances

as per IMO regulations for all persons to be carried onboard in accordance with the classification society of the vessel.

- u. Lifeboats – one each on port and starboard side with a capacity of launching type life rafts sufficient enough to rescue the CHARTERERS' personnel and crew, in any unforeseen eventuality. safety equipment certificate issued by the authorities.
- v. During the period of this Charter, this Vessel is not allowed to go for a salvage and/or assistance to other vessels in distress unless for the purpose of saving life only.
- w. Without prejudice should the vessel(s) put back whilst on voyage by reason of an accident to or breakdown to the Vessel or accident to a member of the crew onboard, the hire shall be suspended from the time of her putting back until she is again in the same or equivalent position and the voyage to be resumed there from.
- x. The CHARTERERS have the right to use all facilities equipments on the vessel including access to kitchen, rooms, gymnasium, etc., avail medical facilities and use the vessel's radio station, including telex machines, satellite phone/internet onboard through their own qualified personnel and through the OWNER's qualified personnel and without any hindrance from the Master or crew of the vessel.

Adequate documents to substantiate and indicating the details of equipment to fulfill this clause should be enclosed as Appendix IX of bid.

1. Penalty clause:

If any breakdown is more than once in a month and such breakdown hamper the operations of the Charterers working, the time lost beyond 18/12/6 hours for respective breakdowns to be counted as off-hire. However, breakdown of any machinery and equipment is more than once in a voyage and such breakdown hamper the operation of the Charterers working, the time lost beyond 6 hours for respective breakdowns to be counted as off- hire. Statement of facts in respect of above to be drawn, log book entry to be made by Ships Officer(s) and the statement of facts to be signed by Master and Chief Scientist of the cruise immediately after the happenings. Also in such an event, an electronic communication need to be sent to NIOT authorized official the time of rectification of such deficiency to verify for further action to impose penalty as per clause no.

2. Force Majeure:

For purposes of this Clause, "Force Majeure" means an event beyond the control of the

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

3. Termination of contract by NIOT:

NIOT retain the right to terminate the contract in case of violations of any of the terms of the contract by giving 15 days notice to the contractor. Upon such termination, the contractor shall not be entitled for any payment of consideration apart from NIOT's right to take any lawful action to protect public interest. The purchase order placed will be cancelled and the security Deposit or any other Bank Guarantee amount will be forfeited.

4. Performance Security:

The successful bidders should deposit **10%** of the contract value as Performance Security within two weeks from the date of issue of LOI. The performance security shall be in one of the following forms:

- a. Insurance Surety Bonds
- b. Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR or in equivalent foreign currency)
- c. Fixed Deposit Receipt from any Commercial Banks
- d. Bank Guarantee from any of the Commercial Banks
- e. Online payment in an acceptable form.

Performance Security shall be forfeited in the event of breach of Contract by the contract in terms of contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order/LOI and forfeit the EMD/Bid Security.

Bank Guarantee as per prescribed format issued by a nationalized bank and valid or 60 days beyond the scheduled delivery / completion period as per Purchase order.

This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT

reserves its right to cancel the order. The performance security will be subject to changes as per the GOI notification after 31.03.2023.

5. Mediation / Arbitration / Disputes

In the event of any dispute any time of during the currency of contract, both the parties shall try to resolve through mutual discussion to resolve such disputes. In the case the same is not resolved parties will submit for mediation to IEM under Integrity Pact and as per extant instruction of Govt. of India for resolution. No party shall rush to any court of law without completion of mediation and arbitration as contemplated.

In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT with mutual consent. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitration shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

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

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

true or any breach thereof

viii. any loss or damage caused by the Contractor to NIOT, its personnel or property

ix. any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen

x. breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder

xi. any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation.

7. Other Conditions

a) If any equipment of machinery fails/rendered non-operational or lost, the vessel will be off-hired. However, if still the Charterer opts to carry out cruises for other purposes as long as the same suits to Charterers, the OWNERS should ensure that the faulty or lost equipment/machinery to be rectified/replaced at the earliest. For the period of non-availability of such equipment for scientific operation, suitable deductions shall be made dayhire rate as follows;

Deep-sea Multibeam bathymetric echosounder	4%
--------------------------------------------	----

CTD with rosette	4 %
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Deep-sea Winch	2 %
----------------	-----

CTD/SVP Winch	2 %
---------------	-----

Hydraulic crane	2 %
-----------------	-----

A-frame	2 %
---------	-----

b) The Master, Officers and Crew to render all possible assistance to salvage, retrieving of any equipment, personnel, stores, fallen or lost overboard during the period of charter hire.

c) Routing, Survey, Research work and all data and samples collected will be

the property of the CHARTERERS. The OWNERS, Master and their employees shall not have any right over it or disclose the information about the work to any other party during the Charter period or after expiry of the Charter.

- d) The CHARTERERS will have the liberty of installing their scientific equipment or any other equipments required for the respective scientific cruise. The equipment will remain the property of the CHARTERERS who will be entitled to remove the same on the Vessel's re-delivery.
- e) The CHARTERERS will not be liable or responsible for loss of life nor personal injury nor arrest or seizure or loss or damage to the Vessel, her equipment or other objects arising from perils, accidents or working on-board, unless otherwise specified in the terms of this Charter Party.
- f) The Vessel to have onboard valid certificates from the classification society of the Vessel(s), safety certificates, valid certificates for equipment onboard and certificates covering risks in connection with oil pollution.
- g) The crew onboard the vessel to co-operate fully in carrying out the CHARTERERS's instructions for scientific research and experiments purposes.
- h) For embarking / disembarking of the CHARTERERS personnel, the Vessel to be provided with aluminum ladders.
- i) The OWNERS guarantee that the vessel(s) are always safe in ballast without any solid ballast being required.
- j) If any special vaccinations against cholera, yellow fever or any other diseases are required by the Port Authorities, the Master, Officers and Crew to be inoculated, vaccinated at the OWNERS expense and certificates to be kept onboard, likewise the CHARTERERS personnel at the CHARTERERS expense. In the event of any failure on the part of the owners same shall

be made good by charterers and deducted in the consideration payable to owners.

- k) In the event of unforeseen detention of the in the deployment are a specified by the Charter Party or as a result of any unforeseen delays in the event of any accident, damage or disaster, resulting in dry docking or repairs necessary to maintain the efficiency of the vessel during the charter period, if the CHARTERERS so require, the OWNER to agree to re-deliver the CHARTERERS cargo / equipment Chennai port, India at the port of delivery including samples belonging to the CHARTERERS.
- l) The Master to abide by the CHARTERERS instructions regarding the voyage speed, which always subject to the Master's discretion with regard to safety.
- m) The vessel to provide a public address system in mess room, lounge and deck area.

ANNEXURE–VIII

(TO BE SUBMITTED WITH TECHNICAL
BID)

VIII. DOCUMENT/ ACCEPTANCE/ UNDERTAKING FOR COMPLIANCE

I/We understand that the bid which does not fulfill any of the following criteria shall be rejected.

DOCUMENT/ ACCEPTANCE/ UNDERTAKING FOR COMPLIANCE			
S.No	Specification/Description (Pl refer Annexure II for details of SI nos. 1 to 10 below)	Compliance (Strikeout which is not applicable)	Supporting document for complied criteria to be enclosed by the bidders with technical bid (cover I) as appendix serial number:
1	Class of the Vessel	Complied/not complied	Appendix–I
2	Sea worthiness of the vessel/Class valid certificate	Complied/not complied	Appendix–II
3	Endurance	Complied/not complied	Appendix–III
4	Accommodation	Complied/not complied	Appendix–IV
5	Communication and Navigational facilities	Complied/not complied	Appendix–V
6	Equipment and Lab facilities	Complied/not complied	Appendix–VI
7	Cranes & Winches	Complied/not complied	Appendix–VII
8	Thrusters	Complied/not complied	Appendix–VIII
9	Other Requirements	Complied/not complied	Appendix–IX
10	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document	Complied/not complied	Appendix-X
11	Submission of authority letter from OWNER, in case bid is	Complied/not complied	Appendix-XI

	submitted by authorized agent. Details of Indian nominated agent also need to be provided/ disclosed in the bid document		
12	Copies of all mandatory certificates and documentary evidence detailing the facilities and all equipments offered as the part of the proposed vessel to be submitted along with the technical bid document.	Complied/not complied	Appendix-XII

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

Date:

ANNEXURE-IX

(TO BE SUBMITTED WITH FINANCIAL
BID)

IX. FINANCIAL BID FORMAT

The Financial Quote should be submitted in the following format:

- Indian bidders should quote in Indian Rupees and Indian bidders will be paid in INR only, The foreign bidders shall quote in foreign currency. Once the currency is quoted cannot be changed.
- Country of origin shall be mentioned clearly
- Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices
- Quoted price should be inclusive of Agent commission/ bunkers/ any and all approvals to operate in India/communication charges/agency appointment in India etc.,
- The details of charter hire cost, mob and demob at Chennai, India for one season i.e. for 180 days +/- 20%. However, the payment will be made at actual number of days on pro-rata basis.
- Bids shall be evaluated in equivalent Indian Rupees at the closing exchange rate of Foreign exchange (bills selling) as declared by Canara bank, Chennai on the day of opening of Financial bid.

			(Indicate INR (only for Indian bidders) or USD/EURO (only for foreign bidders) quoted in any single currency, If not written bid will be rejected)			
Sl.No.	Description	Unit	Per Day Rate	Total Rate for 180 days	Taxes, as applicable on the charges	Total
1	Mobilization Charges (lumpsum) Chennai port, India	Lumpsum				
2	Charter hires per day at sea (sailing) inclusive of fuel, lube, freshwater, victualling, communication charges.	Per Day				
3	Charter hires per day at alongside berth at port (inclusive of fuel, lube,	Per Day				

	freshwater, victualling, communication charges)					
4	De-mobilization Charges (lumpsum) Chennai port, India	Lumpsum				
	Grand Total					

Agent Commission (If any) to Indian Agent: In case of an Indian Nominated Agent, commission as agreed between the OWNERS and the Agent upto 1.25% (maximum) shall be deducted from the mob-demob charges and charter hire by the CHARTERERS and paid to the Agent directly inequivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.

**(Bidders Signature & the Seal of the
Company /Agent)**

ANNEXURE-X

**X.PROFORMA OF BANK GUARANTEE
FOR BID BOND**

(To be stamped in accordance with
the stamp Act)

Bank Guarantee No. _____

Date: _____

Valid upto : _____

Amount : _____

To

National Institute of Ocean Technology
Velachery-Tambaram Road, Pallikaranai,
Chennai 600 100

Dear Sir,

1. Where as the NATIONAL INSTITUTE OF OCEAN TECHNOLOGY, an autonomous body of Ministry of Earth Sciences, Govt. of India having its office at Velachery-Tambaram Road, Pallikaranai – 600 100, Chennai, India (herein after called “NIOT” which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. _____ and M/s.

having registered/ head
office at

_____ (hereinafter called the ‘bidder’ which expression shall, unless repugnant to the context or meaning thereof mean and include all its successors, administrators executors and assigns) have submitted a quotation No.

_____ and bidder having agreed to furnish as a condition precedent for participation in Tender an unconditional and irrevocable bank guarantee of

_____ only (WORDS _____ only)
for the due

performance of bidder’s obligations as contained in the terms and conditions contained in the Tender Document supplied by NIOT especially the conditions that

(a) bidder shall keep his Tender open for a period of days i.e. from _____ to _____ or any extension thereof and shall not withdraw or modify it in a manner not acceptable to NIOT, (b) the bidder will execute the contract, if awarded and shall furnish performance guarantee in the format prescribed by NIOT within the required time. The bidder has absolutely and unconditionally accepted these conditions.

2. NIOT and the bidder have agreed that the Notice Inviting Tender (NIT)/Tender Document (TD) is an offer made on the condition that the Tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to NIOT for a period of days, i.e. from _____ to _____ or any extension thereof and that the making of the Tender itself shall be regarded as an unconditional and absolute acceptance of the conditions contained in NIT and the Tender Document. They have further agreed that the Agreement consisting of NIT/Tender Document as the Offer and the submission of the Tender as the Acceptance shall be separate Agreements distinct from the Contract which will come into existence when the Tender is finally accepted by NIOT. The consideration for this separate initial Agreement preceding the main Agreement is that NIOT is not agreeable to sell the NIT/Tender Document to the bidders and to consider the Tender to be made except on the condition that the Tender shall be kept open for the period indicated above and the bidder desires to make a Tender on this condition and after entering into this separate initial Agreement with NIOT, NIOT promises to consider the Tender on this condition and the bidder agrees to keep this Tender open for the required period. These reciprocal promises form the consideration for this separate initial Agreement between the parties.

3. Therefore, we _____ (Bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators and executors) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in Rupees or in such convertible currency as acceptable to NIOT any and all monies to the extent of _____ only (WORDS _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/or without any reference to the bidder and any such demand made by NIOT on the Bank shall be conclusive and binding not withstanding any difference between NIOT and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is discharged

earlier by NIOT in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution, on insolvency of the bidder and will remain valid, binding and operative against the Bank.

3. The Bank also undertakes that NIOT at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.
4. The Bank further agrees that as between the Bank and the NIOT for the purpose of this guarantee any notice for the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above, given to the Bank by NIOT shall be conclusive and binding on bank without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NIOT or that of the bidder. We also undertake not to revoke in any case this Guarantee during its currency.
5. The Bank agrees with NIOT that NIOT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the Tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of NIOT or any indulgence shown by NIOT to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving us.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to _____ only (WORDS _____ only) in aggregate and it shall remain in full force upto & including 60 days after _____ unless extended in writing by M/s. _____ on whose behalf this Guarantee has been given, in which case remain in full force upto and including 60 days after the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days from before the expiry of the 60 days from the extended period, if any, if no such claim has been received by us within the 60 days after the said date/extended date, all rights of NIOT under this Guarantee will cease subject to para 8 below. However, if such a claim has been received by us within & upto 60 days after the said date/extended date, all rights of NIOT under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
7. In case contract is awarded to the bidder (hereinafter referred to as "Consultant") the validity of this Bank Guarantee will stand automatically extended until the Contractor furnishes to NIOT a Bank Guarantee for _____ only (WORDS _____ only)

towards performance guarantee for satisfactory performance of the Contract. In case of failure to furnish Performance Bank Guarantee in the format prescribed by NIOT by the required date, the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of NIOT under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities in____(if required) and any other authority if required as per the laws of the country of issue of guarantee.
9. We also agree that this Guarantee shall be governed by and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts. The Bank also agrees that courts of the place from where Tenders have been invited shall have exclusive jurisdiction.

In witness whereof the bank, through its authorised officer has put its hand and stamp on this _____ day of _____ 20-_____ at.

WITNESS No.1

Name in full

(Signature with full name and Designation)

Date (address)

WITNESS No.2

Name in full

(Signature with full name and Designation)

Date (address)

ANNEXURE-XI

XI. PROFORMA FOR PERFORMANCE SECURITY

(To be stamped in accordance with Indian Stamp Act)

Bank Guarantee No. _____

Date : _____

Valid upto _____

Amount : _____

To

The National institute of Ocean Technology

Velachery-Tambaram Road, Pallikaranai

Chennai – 600 100

Dear Sir,

1. In consideration of NATIONAL INSTITUTE OF OCEAN TECHNOLOGY, having its office at Velachery-Tambaram Road, Pallikaranai – 600 100, Chennai (hereafter referred to as “NIOT” which expression shall unless repugnant to the context or meaning thereof, include all its successors, executors, administrators and assignees) and having entered into an Agreement dated _____ (hereinafter referred to as “Contract” which expression shall include all amendments thereto) with M/s. _____ having its Head / Registered office at _____ (hereinafter referred to as “Contractor” which expression unless repugnant to the context or meaning thereof, shall include all its successors, executors, administrators and assignees) and the Agreement having been unequivocally accepted by the Contractor resulting into a contract bearing No for (Scope of Work) _____ and the NIOT having agreed that the Contractor shall furnish to the NIOT a Performance Guarantee for the faithful performance of the entire Contract (including but not limited to Liquidated Damages, Guarantee Warranty, Satisfactory Installation / Commissioning / Performance of the Equipment / Product / System / Services) to the extent of xxx% of the value of the Contract, _____ (in words), We _____ (Bank) _____ having its Registered office at _____ (hereinafter referred to as “BANK” which

expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) do hereby undertake to pay on demand to the NIOT any money or all monies to the extent of _____ (in words) in aggregate 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 NIOT on the BANK shall be conclusive and binding notwithstanding any difference between the NIOT and the contractor or any dispute pending before any Court, Arbitrator, Tribunal 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 NIOT in writing.

2. The NIOT shall have the fullest liberty, without affecting in any way the liability of the BANK under the Guarantee, from time to time, to extend the time for performance of the Contract by the Contractor, or vary the terms, of the Contract. The NIOT shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce, or to forebear to enforce, any covenants contained or implied in the Contract between the NIOT and the Contractor or any other course or remedy or security available to the NIOT. The BANK shall not be released of its obligations under these presents by any exercise by the NIOT of its liberty with reference to the matters aforesaid or any of them or by reason of any other action or forbearance or other acts of omission or commission on the part of the NIOT or any other indulgence shown by the NIOT.
3. The BANK also agrees that the NIOT at its option shall be entitled to enforce this Guarantee against the BANK as a principal debtor, in the first instance, without proceeding against Contractor & notwithstanding any security or other Guarantee that NIOT may have in relation to the Contractors liabilities.
4. 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 NIOT under or by virtue of this Contract have been fully paid and its

claims satisfied or discharged or till the NIOT discharges the Guarantee in writing.

5. We further agree that as between us and NIOT for the purpose of this Guarantee any notice given to us by the NIOT that the money is payable by the Contractor and any amount claimed in such notice by the NIOT shall be conclusive and binding on us notwithstanding any difference between the NIOT and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or NIOT or that of the Contractor. WE also undertake not to revoke this Guarantee during its currency.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to _____ (in words) in aggregate and it shall remain in full force upto and including 60 days after _____ unless extended further, from time to time, for such as may be instructed in writing by M/s. _____ on whose behalf this Guarantee has been given, in which case it shall remain in full force upto and including 60 days after the extended date. Any claim under this Guarantee must be received by us or by our correspondent banks in India before the expiry of 60 days from _____ or before the expiry of the 60 days from the extended date, if any, if no such claim has been received by us or by our correspondent banks in India within the 60 days after the said date / extended date, the NIOT's right under this Guarantee will cease. However if such a claim has been received by us or by our correspondent banks in India within and upto 60 days after the said date / extended date, all the NIOT's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim. We further confirm that unless the Guarantee is renewed by the bank or discharged by NIOT or cancelled by the bank with the prior consent of NIOT, WE shall treat a claim under this bank guarantee deemed to have been made by NIOT on us whether NIOT has served the claim notice or not on us.
7. We further confirm that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities in _____ (if

required) and that the issue of this guarantee is in order and in accordance with the Laws and Regulations in force in_____.

8. We also agree that this Guarantee shall be governed by and construed in accordance with Indian Laws.

Dated this_____ day of _____ 200__ at _____

Yours faithfully

(Signature)

WITNESS No.1

Name in full

(Signature with full name and Designation)

Date

(address)

WITNESS No.2

Name in full

(Signature with full name and Designation)

Date

(address)

ANNEXURE-XII

XII. MODEL CHARTER PARTY AGREEMENT

Agreement between ----- and the National Institute of Ocean Technology, Velachery-Tambaram Main Road, Chennai-100, India / Ministry of Earth Sciences, "Prithvi Bhavan" Lodhi Road, New Delhi 110003, India as per Charter Party dated ----- duly signed by respective parties is as attached.

OWNERS

For and on behalf of Performing
Owners ---

Name: ---
Designation:

CHARTERERS

For and on behalf of Charterer

National Institute of Ocean
Technology, Velachery-Tambaram
Main Road, Chennai-600100, India /
Ministry of Earth Sciences,
"Prithvi Bhavan" Lodhi Road,
New Delhi 110003, India

Name: Mr.
Designation:

It is this Day mutually agreed between _____
And National Institute of Ocean Technology, Velachery-Tambaram Main Road,
Chennai-100, India / Ministry of Earth Sciences, Lodhi Road, New Delhi 110003, India
or their nominee.

1. The Owners let, and the Charterers hire the vessel for a period of **See Clause 29 from** the time the vessel is delivered after all mandatory clearances and surveys See Clause 5 and placed at the disposal of the Charterers on arrival first sea pilot station safe port Chennai, East Coast of India any time day and night, Sundays, Holidays included.

In such available berth where she can safely lie always afloat, as the Charterers may direct, she being in every way fitted for her special service as requested for by Charterer. The vessel to be delivered within 45 days from the date of charter party – in any case latest by _____.

After delivery, sea-trials shall be carried out for main propulsion, Generators, DP and Scientific equipment. If trials are successful, the date of delivery shall be considered as acceptance date. In case of unsatisfactory trials, the delivery date shall be invalid and new date of satisfactory trials shall be considered as delivery date.

2. Port of Delivery / Re-delivery: Chennai, India.
3. The vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always afloat within the following limits. The vessel to be employed as research vessel for marine geoscientific investigations in specific areas like Indian **EEZ as well as other parts of Indian Ocean region including the Mid-Oceanic Ridge** in the Indian Ocean during all weather season as directed by NIOT/MOES. Charterers shall be permitted to carry armed guards whenever required. The proposed work consists of:
 - (i) Multi-beam/Single Beam bathymetric data acquisition
 - (ii) CTD operations
 - (iii) systematic sediment sampling / coring / dredging
 - (iv) acquisition of all associated marine geophysical & oceanographic data with precise positioning and
 - (v) preliminary onboard data processing and final post processing.
 - (vi) CTD casting along with water sample
 - (vii) Operation of winches, cranes [CTD, Deep Sea & A-Frame] and Zoo/Multi plankton net

The scope of service also include engagement of trained and experienced personnel for handling, operating and maintaining all scientific equipments onboard the research vessel & as per the tender requirement. Owners should undertake processing of all data acquired onboard following the standard processing procedures and in consultation with the Charterers.

The list of equipment to be used are listed here below:

Research vessel requirements

A. Vessel

Type	Research vessel
Endurance	Around 30 days
Speed	10-12 knots
Accommodation	Scientific: minimum 20 (besides the vessel crew and service providers scientific & technical crew)

B. List of Onboard Scientific Instruments:

(a) Geophysical equipments:

(Suitable for operation in upto 6000m water depths & with Digital data recording)	
1	Deep-sea Multibeam Bathymetric Echosounder (wide Swath)
2	Sound Velocity Profiler
3	CTD with Rosette Sampler- min. 24 bottles (with Bottles- 5 litre capacity)
4	Deep-sea Single-beam Echosounder
5	AWS
6	Mill Q [water purification system]System
7	Gravity corer
8	Multi Plankton Net
9	Bongo Net
10	Sediment/Water sample storage unit
11	Sediment grabs (eg. Van Veen grab)
12	CTD/SVP Winch – 2ton capacity [Suitable for 6000m depth operation]
13	Small motorized boat

(b) Deck Machinery

Essential		
1	Hydraulic crane	Min. 10ton capacity
2	Deep sea winch	Min. 10ton capacity [Suitable for 6000m depth operation]
3	A-Frame	Min. 15 ton capacity
4	Laboratory Space	For Dry and Wet analysis
5	Fresh water supply	24 hrs a day, in all labs.
6	Intercom system	From all labs to all cabins, deck.
7	Cold storage	For scientific samples.

Owners confirm that the A-Frame capacity will be available for 15 ton capacity prior to delivery.

Owners to provide valid calibration reports / certificates of all the scientific equipments and sensors onboard.

Valid OEM calibration certificates for scientific equipment to be provided for inspection before delivery

Scientific equipment means, it includes all required sub-units and peripherals required for satisfactory data / sample collection.

Single/ Multibeam bathymetry processed data shall be provided in required format.

Spare cable / wire ropes for CTD and deep-sea winch should be available onboard.

4. No livestock nor injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naptha, motor spirit, tar or any of their products) to be shipped unless carried/handled and stored according to IMO Rules.
5. In order to operate in the EEZ, necessary **clearances from the Ministry of Home Affairs (MHA) and Ministry of Defence (MOD) including DG shipping clearance** are to be obtained for the vessel and its foreign crew. Clients may offer necessary help in this regard; however, it shall be the ultimate responsibility of the Owners/service providers in obtaining timely clearances.
6. **The vessel should have a Doctor onboard** and proper medical facility to meet the medical needs of the Charterers personnel. The vessel preferably should have MI room for treating in-patients and adequate storage facilities for keeping medicines.
7. The owners to **provide and pay** for all provisions and wages, for insurance of the Vessel, for all deck and engine room stores including lubricating oil, fresh water and maintain her in a thoroughly efficient state in hull and machinery during service.
8. The owners to **provide and pay for** adequate number of operator / crane driver and crew for winch, windlass on board for Charterers' stores, equipment, scientific experiment and research or any other nautical operation including Loading, unloading of Charterer's personnel's gear.

All ropes, stings and special runners actually used for loading and discharging and any special gear, including special ropes, hawsers and chains required by the scientific operations to be for **Owners' account**.

The vessel to be fitted with winches, derricks, wheels and runners capable of handling lifts as required by the Charterer's specification. All winches should provide minimum speed 1m/sec

9. Expenses related to Ship Entry/Exit to port or any other port related expenses- pilotage/wharfage/berth hire charges will be reimbursed on at actual based on the Invoices from Port/Customs.
10. Vessel capable of independent navigation in Indian waters should have an endurance of minimum thirty days. The offered vessel should have sufficient bunkering facility to store fuels for its own consumption or a minimum period of thirty days. Bunkering of the ship for scientific cruise is the responsibility of the contractor and he has to ensure sufficient bunkers are kept onboard at all times to undertake cruise. Replenishment of fuel oil to be planned well in advance and shall be taken during the port stay between each cruise.

11. HIRE & PAYMENT

The Charterers to pay as hire: **See Clause 63.**

12. RE-DELIVERY

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted in this trade including normal damages) at one safe port at a safe berth Chennai, **East Coast India any time day and night Sundays, holidays included.**

NOTICE:

The Charterers to give the Owners or their local agents not less than ten days' notice at which port and on about which day the Vessel will be re-delivered.

Should the vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers to have the use of the Vessel to enable them to complete the voyage.

13. CARGO SPACE

The whole reach and burthen of the vessel, including Laboratories, Radio Room, Cabins for Charterers' personnel and spaces required for scientific experiment and research work lawful deck-capacity to be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores.

14. MASTER

The Master to execute all voyages, Nautical operations, Research Work, Experiments, survey operations, obtaining samples from outside and or ocean bed with the utmost dispatch and to render required customary assistance with the Vessel's Crew. The Charterers to indemnify the Owners against all consequences liabilities arising from the Master, Officers or Agents signing Bills of Lading or other documents otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for over carrying goods.

If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers, Engineers, the Owners on receiving particulars of the complaint, promptly to investigate the matter and, if necessary and practicable, to make a change in the appointments.

15. DIRECTIONS AND LOGS

The Charterers to furnish the Master with all instructions and sailing directions and the Master and Engineer to keep full and correct logs accessible to the Charterers or their Agents. **See Clause 34.**

16. SUSPENSION OF HIRE

a) In the event of dry-docking or other necessary measures to maintain the efficiency of the vessel, deficiency of men or Owner's stores, breakdown of machinery, damage to hull or other accidents either hindering or preventing the working of the vessel and continuing for more than twenty four consecutive hours, no hire to be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance to be adjusted accordingly.

b) The above is also applicable in the event of the Vessel being driven into port or to anchorage through dangerous stress or weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the vessel and/or expenses the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners servants.

17. RESPONSIBILITY AND EXEMPTIONS:

The Owners only to be responsible for delay in delivery of the vessel or for delay during the currency of the Charter and for loss or damage to goods on board, if such delay or loss has been caused by want of due diligence on the part of the Owners or their Manager in making the vessel sea-worthy and fitted for the voyage or any other personal act or omission of default of the Owners or their Manager. **The Owners not to be liable for consequent loss or damage arising or resulting from strikes, lock-outs or stoppage or restraint of labour (including the Master, Officers or Crew) whether partial or general. However charter to cease if there is strike total or partial by Master, crew or officers.**

18. EXCLUDED PORTS

The vessel not to be ordered to nor bound to enter:

- a) Any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the vessel.
- b) Any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The vessel not to be obliged to force ice. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the vessel being frozen in and or dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions.

Unforeseen detention through any of above causes to be for the Charterers account.

19. LOSS OF VESSEL

Should the vessel be lost or missing, hire to cease from the date when she was lost. If the date of loss cannot be ascertained half hire to be paid from the date the vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance to be adjusted accordingly.

20. LIEN:

Other than the scientific equipment and materials, additional equipment installed, brought or installed on board by Charterers' or on behalf of Charterers on Charterers account, the owners to have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the vessel for all moneys paid in advance and not earned.

21. SUBLET:

The Charterers with the consent of the Owners which should not be unreasonably withheld to have the option of subletting the vessel for similar work, giving due notice to the Owners, but the original Charterers always to remain responsible to the Owners for due performance of the Charter.

22. a) The vessel unless the consent of the Owners be first obtained not to be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as the result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility of malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Ruler.

b) Should the vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks:

1) The owners to be entitled from time to time to insure their interests in the vessel and/or hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the owners of the premium on demand, and

2) Notwithstanding the terms of **Clause 16** hire to be paid for all time lost including any loss owing to loss of or injury to the Master, Officers or Crew or to the action of the crew in refusing to proceed to such zone or to be exposed to such risks

c) The vessel to have liberty to comply with any orders or discretions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any otherwise whatsoever given by the Government of the nation under whose flag the vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the war risks insurance on the vessel the right to given any such orders or directions.

d) In the event of the nation under whose flag the vessel suits becoming involved in war, hostilities, warlike operations, revolution or civil commotion both the owners and the Charterers may cancel the charter and unless otherwise agreed, the vessel to be redelivered to the owners at the port of destination or, it prevents through the provisions of section (A) from reaching or entering it, then at a near open and safe port at the Owner's option, after discharge of any cargo on board.

e) If in compliance with the provisions of this clause anything is done or is not done, such not to be deemed a deviation.

23. Laycan/cancellation clause:

The vessel is presently located in -----. It is confirmed that she will be available fully ready to the Charterers within 45 days after letter of award is received by

Owners. Should the vessel not be delivered by the ----- the Charterers to have the option of canceling the Charter.

24. GENERAL AVERAGE

General Average to be settled according to York-Antwerp Rules, 1974. Hire not to contribute to General Average.

25. Liquidated Damage:

As indicated above in respective payment clauses 13, reference page no. –

The delivery clause shall be adhered to. The vessel owner agrees to compensate NIOT for any delay in the deployment of vessel or deficiency in their performance onboard the vessel that leads to idling of vessel, non-sailing of vessel, and any reasons on account of the contractor that lead to delay in sailing, idling, non-availability of crew/service engineer for operation of scientific equipment or any other event like strike by the crew, which would cause any delay/distrupction of work. The compensation by way of LD shall be calculated at the rate of 0.7% of total contract value for each day of delay due to the above said or any reasons owing to the owner up to a maximum of 10% and would recovered from the payments due to the vessel owner. This is also applicable for any time loss at sea for the above reasons. Delays as above shall be sufficient basis for imposing LD, and damages actually suffered may not be required to be proved or quantified.

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

- Delay in sailing for scientific cruise or any sailing on account of non-readiness of vessel/machinery/equipment due to reasons attributable to the contractor more than 12 hours
- Suspension/termination of scientific operations/surveys at sea. Idling of vessel at sea for the failure of ship/machinery/scientific equipment more than 48 hours.
- For any scientific equipment failure and non-availability beyond 24 hours, the LD will be applicable as per clause 64
- Loss/damage of any items due to negligence of the crew, the owners have to replace the lost/damage items onboard to cater the scientific cruise
- In the event of strike by the ship crew, the vessel owner shall have to do the needful as per the prevailing DG Shipping guidelines.

26. Any Taxes, Duties, Fees, Levies applicable in India on Charter Hire / mobilization / demobilization to be on Charterers account.

27. Penalty clause: If any breakdown is more than once in a month and such breakdown hamper the operations of the Charterers working, the time lost beyond 18/12/6 hours for respective breakdowns to be counted as off-hire. However, breakdown of any machinery and equipment is more than once in a voyage and such breakdown hamper the operation of the Charterers working, the time lost beyond 6 hours for respective breakdowns to be counted as off- hire. Statement of facts in respect of above to be drawn, log book entry to be made by Ships Officer(s) and the statement of facts to be signed by Master and Chief Scientist of the cruise immediately after the happenings. Also in such an event, an electronic communication need to be sent to NIOT authorized official the time of rectification of such deficiency to verify for further action to impose penalty as per clause no.2

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

Clauses Nos. 29 to 74 both inclusive as attached are deemed to be incorporated in this Charter Party.

Clause 29: **Tolerance Clause:**

Total charter period- 180 DAYS, Tolerance is +/-20 % in Charterers option.
ie. 144 to 216 days if needed

Clause 30: Vessel to work day and night if required by the Charterers and vessel's crew shall operate appropriate machinery on board the vessel for loading and unloading equipment, stores when necessary embarking and disembarking of Charterers' personnel and assist in all other nautical operations associated with the employment of the vessel in so far as the vessel is equipped, manned. Certified and **capable without making any claims for additional payment from Charterers.**

Owners scientists should be available on 24 hour basis for manning the scientific equipments and its operation.

Clause 31: During the period of this Charter vessel is not allowed to go for a salvage and/or assistance to other vessels except for the purpose of saving life.

Clause 32: Without prejudice and in addition to **Clause 16** should the vessel be put back whilst on a voyage by reason of an accident to or breakdown of the vessel or sickness or accident to a member of the vessel's crew on board, the hire shall be suspended from the time of her putting back until she is again in the same or equivalent position and voyage to be resumed there from. The cost of fuel consumed during the period and other expenses to be for owners' account.

Clause 33: Charterers have the right to use vessel's wireless station including telex machine if any through their own qualified personnel or through owners' qualified personnel and without any hindrance from Master or Crew of the vessel against payment of actual costs to Owners and compensation for any damages done by Charterers or Charterers' personnel.

Clause 34: The Vessel will have sufficient lifesaving equipment to rescue the CHARTERERS personnel and crew, in any unforeseen eventuality as per the International Requirements.

Clause 35: Pantry/saloon to be open for Scientists round the clock keeping in view the

nature of work. The vessel should have proper kitchen to cater to the requirements of the client's scientific crew apart from the vessel crew. **An Indian cook (with one assistant)** is to be provided to prepare and serve the Indian style food to the Charterer's crew. One refrigerator to be provided in saloon for use of Charterers personnel.

Clause 36: Routing, survey, research work and all data and samples collected will be the property of the Charterers. Owners, Master or their employees shall not have any right over it or disclose the information about the work to any other party during the Charter period or after expiry of the Charter.

Clause 37: Charterers' representative on board will have free access to the communication systems of vessel and will have the liberty to send text messages. However, mails with attachments or data transfer or voice calls or internet usage by Charterers personnel to be paid as per actual, based on original invoices of service provider ie. Routine emails (text only) to be free, however, extra mails with data, attachments, voice calls and internet usage, Telephone / fax calls, Internet to be paid as per actuals, based on original invoices of service provider.

Computer / printer facility to be provided by Owners for general purpose in laboratory and one set in Charterer's Chief Scientist room.

Clause 38: The Charterers will have the liberty of installing their communications/data transmitting systems or any other equipment if need be on board including structures for placement or reinforcement of areas around such equipment(s). Such structures, reinforcements, and or minor changes required by Charterers if any to be always within the approval of the classification society under which the vessel is classed, which approval to be obtained by Charterers keeping owners and Master of the vessel advised of the same. Owners to provide all the necessary assistance for the same and provide all the necessary drawings. These equipment(s), structures, reinforcements, will remain the property of Charterers who will be allowed to remove the same on vessel's redelivery restoring the vessel to its original condition. If any equipment(s), reinforcements and or structures are left behind on board by Charterers at the time of redelivery of the vessels, owners will keep the same on board which will become owners property without any cost payable to Charterers provided the same does not interfere or navigation of the vessel. If it does interfere and is confirmed by vessel's classification society through Master of vessel, then the same will be removed by owners at costs payable by Charterers on production of invoices by owners with appropriate supports.

Clause 39: Subject Clause 38 any modifications/additions to the vessel and its equipment after delivery to be for Charterer's account and any modifications before delivery to make the vessel suitable for Charterers requirement will be to the Owners account.

Clause 40: ----- mobilization in lumpsum to be paid by Charterers to Owners within 15 working days after receipt of original invoice from the owners along with delivery certificate of the Vessel.
---- **demobilisation in lumpsum is to be paid by Charterers after 30**

days after receipt of original invoice from owners alongwith with re-delivery certificate of the Vessel.

The said mobilization / demobilization charges paid to the Owners by the Charterers is for the Owners mobilizing the vessel to suit Charterer's requirements.

Clause 41: Owners to provide and pay for house keeping like linen changing, cleaning of cabins, washrooms, and laundry and housekeeping of all the charterers cabins, common places and the entire vessel with no additional cost. Charterers to be provided with food, soft beverages and toiletries according to Indian standards.

Clause 42: Vessel has accommodation for vessel's crew and Charterers' personnel up to a total number of **maximum 20 (Twenty) scientists** / Charterers personnel (besides the vessel crew and service providers scientific & technical crew).

Owners should ensure that all certificates of vessel are adequate for accommodation 20 scientists of Charterer for cruises. In case of any inadequacy, Owners should ensure necessary rectifications and vessel will be off-hired till scientists of Charterers could embark.

Cabins for Charterer's crew / scientific staff

- single cabins - 2
- cabins for two - 9

Dining room -

Medical facility –

Sauna -

Gymnasium –

Indoor games –

Exclusive recreation room for scientists

DVD player & Television, English DVD discs – will be provided

(All accommodation spaces are air conditioned and provided with washstand and fresheners. However washroom is only in single accommodation.)

Vessel can accommodate up to 20 Charterers' personnel. Places to be allotted as per Chief scientists' discretion in consultation with the Master, keeping minimum 1x1 man cabin for the Chief Scientist of the Charterers.

Clause 43: To offset office and Banker's errors and delays, when effecting hire payments the owners to give Charterers 15 (fifteen) days' written notice addressed to Director, National Institute of Ocean Technology, Chennai-600100, India (Ministry of Earth Sciences) **exclusive of Sundays and holidays in case of unusual delay in payments beyond period stipulated in Clause 63.**

Clause 44: The Charterers may deduct from the hire payable any amount disbursed for owners' account and supported by vouchers or necessary proof. The

Charterers may also deduct from the last payment of hire, the value of bunkers expected to be on board on redelivery and estimated expenses incurred by the Charterers for owners' account for which however vouchers have not yet reached the Charterers for submission to the Owners.

Clause 45: Master, Officers, Crew to render all possible assistance without any extra cost to stream, retrieve and or salvaging of any equipment, personnel, stores, required to be streamed or retrieved or fallen or lost overboard during the period of Charter.

Clause 46: Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water [mineral water in sealed bottles] for at least 3 liters per person per day to be provided.

Clause 47: Main details of the proposed vessel are as follows:

Other salient particulars of the vessel:

1. Type: --
2. Call sign: ---
3. IMO No. : ---
4. Registry No.: ---
5. Flag: ---
6. Port of registry: --
7. Place and year of build: ---
8. Displacement: ----
9. Number of sets and output of engines: ---
10. Class: ----
11. Principal dimensions according to International tonnage certificate ----
Length: ---
Breadth:-----
Draft:-----
Dead weight: -----
12. Fuel consumption:
 - a. In transit ----- per 24 hr
 - b. In operation ----- per 24 hr
 - c. Stand by condition ----- per 24 hr
13. Range: -----
14. Endurance: minimum 30 days

Head Owners: ----

Scientific Equipments: as per tender specification

Accommodations ----- CREW AND SCIENTIFIC CREW IN SINGLE AND
DOUBLE CABINS, 20 CHARTERERS PERSONNEL OUT
OF WHICH 2 SINGLE AND 9 DOUBLE CABIN

Communication system : ----

Navigation GPS: -----

Vessel is a proven stable vessel as she can perform following tasks without transverse stabilizers: - **see Clause 3.**

Vessel able to regenerate up to 15 TS fresh water per day.

Vessel will have provision for deep freeze for the storage of Charterers samples.

Vessel has capacity cargo hold in aft part for storage for of Charterers samples and equipments as follows –

Workshop on board is suitably equipped with welding and gas cutting machines to carry out minor repairs.

Vessel to be delivered fully passed for special survey and with no dry docking due in the Charter period, with no adverse class recommendations and is to be fully covered for entire employment period under this Charter Party.

International Oil Pollution Prevention Certificate № ---, International Sewage Pollution Prevention Certificate No _____. Is valid upto _____, Certificate of Compliance of Equipment and Arrangements of the Ship with the Requirements -----to the International Convention for the Prevention of Pollution from Ships---

Clause 48: Owners undertake to take out and maintain during the currency of this Charter Party the following insurances in respect of the vessel.

- (a) Hull and machinery Insurance on the basis of Institute Time Clause (Hulls) including 4/4 Running Down Clause or equivalent conditions, covering the vessel subject to a sum insured of not less than the full market value of the vessel. This insurance shall also include ice damages of whatever kind. Any deductibles for Owners' account.
- (b) All policies shall include the Charterers as co-assured and shall also contain a waiver of subrogation for the benefit of the Charterers
- (c) P & I Club entry with a reputed club for oil pollution cover. The Owners guarantee that the vessel is fully P&I Club covered and her P & I Club is a member of an international group of P&I Club--

Clause 49: New Both to Blame Collision Clause and the New Jason Clause are deemed to be incorporated in this Charter Party.

Clause 50: **DECK MACHINERY:** as per tender specification.

Clause 51: Owners confirm that vessel is fully capable to fulfill all mission objectives as per Charterers' initial enquiry dated ---

Charterers have the right to put their own additional research equipment on board as vessel's storage facilities/hold permits (see Clause 40).

Vessel has free unobstructed deck space aft min. 600 sqm. Owners confirm that the vessel's deck space aft is adequate for Charterer's operations.

Clause 52: Owners to give notices on fixing 10 days approximate notices and 5 days definite notice of delivery of the vessel to the **Charterers NIOT, Chennai. Attn. Director-NIOT, and to Ministry of Earth Sciences, New Delhi,**

Clause 53: It is understood that the time limit for recourse of claims between the Owners and the Charterers is 15 (fifteen) months.

Clause 54: The Charterers shall not be liable for loss of life nor personal injury nor arrest or seizure or loss of damage to the vessel, her equipment or other subjects arising from perils, accidents or working on board.

Should the vessel be arrested by the admiralty courts in India for any default on part of the owners, the charter cease from the date of such occurrence and owners will be liable to pay for the following:

- Repatriation by AIR of Charterer's personnel.
- Bunker consumed during the period.
- Payment of all port dues, berth hire and any other Charges.

Vessel will be accepted only after receiving 10 days of notice of readiness with all supporting documents on release.

Clause 55: Should the vessel deviate or put back during the operations contrary to the orders or directions of the Charterers, Charterers' representatives on board, the hire is to be suspended from the time of her deviating or putting back until she is again in the same position or equivalent position from the intended destination and the operations/resumed there from. For the purpose of annual repair/overall work, the Owners to give the Charterers not less than 45 (forty five) days' notice of their intention respect the Charterers' scheduled employment and operations. During such off hire time the owners to keep the Charterers' scheduled employment and operations. During such off hire time the owners to keep the Charterers frequently informed of expected time for completion of repairs and vessel's re-entry into the time charter.

Clause 56: All off-hire time may in Charterers' discretion be added to the period of Charter. This should be declared 10 (ten) days prior to expiry of the Charter period.

Clause 57: The vessel to have on board valid certificates of seaworthiness of vessel, valid certificates for equipment on board and certificates covering risks in connection with Oil Pollution, **GMDSS, and ISPS code/ISM.**

Clause 58: The Crew to cooperate fully in carrying out Charterers instructions for scientific survey and research purposes.

Clause 59: The Owners guarantee that the vessel is always safe in ballast without any solid ballast being required.

Clause 60: If any special vaccination against cholera, yellow fever or other diseases are required by Port Regulations, the Master, Officers and Crew to be inoculated, vaccinated at Owners' expense and certificates to be kept on board.

Clause 61: Owners confirm that special survey of vessel will be fully passed free of notation/qualifications or subjects prior to delivery of vessel to Charterers.

Clause 62: Engine maintenance wherever possible to be done during the main engines' running condition or stay in ports. But if impossible and should the vessel not call at a port for supplies, bunkers, fresh water within 45 days periods and stay in port is less than 24 hours the Charterers to give the owners necessary time for engine maintenance. Should the vessel be detained beyond 24 hours hire to cease until again ready. Number of times such detentions to be allowed is equivalent to the main engines, cylinders un exceeding 4. Master/owners to give Charterers/Charterers' Representative 24 hours' notice for carrying out such maintenance, Routine work which in no way to be mixed up with breakdowns.

Clause 63: The Charterers to pay Owners as hire -----per day, prorata for part of a day.

Owner's Bank Account:

Beneficiary Bank Details: ----

The hire is payable in accordance with Clause 63 until her redelivery to the Owners. Payment of hire every 30 (thirty) days in advance, mobilization/demobilization charges as per Clause 40 including victualling charges as per Clause 41 to be transferred to Owners' Bank Account :

Owners to send invoices for first 30 days Charter hire after delivery of vessel and on submission of delivery certificate and the payment to be made by Charterers within 15 days. Every subsequent 30 days Charter hire bills to be submitted by Owners on the first day of start of next 30 days charter hire period and each payment will be made by the Charterers to Owners within 15 days..

Clause 64: Arbitration: All disputes arising under this Charter Party shall be settled in India in accordance with the provisions of the Arbitration and Conciliation Act 1996 (No. 26 of 1996) or any further amendments thereof and under the Maritime Arbitration Rules of the Indian Council of Arbitration. The Arbitrators to be appointed by Director, NIOT with the mutual consent of both the parties and from out of the maritime Panel of Arbitrators of the ICA. Seat of Arbitration shall be Chennai, India

In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an

Arbitrator to be appointed by the Director, NIOT. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitration shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

Clause 65: Master, Radio Officer and Scientific Party Chief should be conversant in English. Owners guarantee all instructions issued by Charterers in English will be followed as far as Charter Party provisions are.

Manuals for all scientific equipments on board will be provided to Charterers personnel for reference and their working which manuals will be in English or translated into English for Charterers personnel for all their queries, references and requirements as and when required.

Owners to ensure working of all the scientific equipments (as per annexure I) uninterrupted and supply with spares and consumables for operation till the end of the charter at no extra cost. Owners to ensure that necessary qualified operators and service personnel are available onboard during the entire period of charter at no extra cost.

The equipments apart from the deck machinery, that needs to be operational and provided with operator and service support all the time during the currency of Charter are (annexure I).

Clause 66: Without prejudice and in addition to clause 16 and 32, if the breakdown of basic machinery and equipment specifically described in Clause 67 is more than once in a month and such breakdowns hamper the operations of the Charterers working, the time lost beyond 24 hours for respective breakdowns to be counted as off-hire. However, breakdown of any machinery and equipment is more than once in a voyage and such breakdown hamper the operation of the Charterers working, the time lost beyond 24 hours for respective breakdowns to be counted as off-hire. Statement of facts in respect of above to be drawn. Log book entry to be made by ships officer(s) and statement of fact to be signed by Master and Charterers representative immediately after the happenings.

If any equipment or machinery fails/rendered non-operational or lost the vessel will be off-hired however still the Charterer opts to carry out cruises for other purposes as long as the same suits to Charterer, the Owners should ensure that the faulty or lost equipment/machinery to be rectified / replaced at the earliest. For the period of non-availability of such equipment, suitable deductions shall be made for such equipment / machine as per the per day deductions as below:

Deep-sea multibeam bathymetric echosounder	4%
CTD with rosette	4 %

Deep-sea Winch	2 %
CTD/SVP Winch	2 %
Hydraulic crane	2 %
A-frame	2 %

Clause 67: In the event of breakdown of equipment on board **Clauses 16, 32, 66** and any other related clauses will also be applicable in similar manner as applicable to normal machinery and equipment on board vessel.

Clause 68: Vessel / Owners / Charterers to comply with ISPS Code and requirement.

Clause 69: All equipments which are supplied by owner as mentioned in **Clause 3** while delivery of vessel, are supplied with no extra cost in workable condition. If these equipments are lost or damaged during charter period then Charterers are not responsible to pay or replace these equipments and Owners should replace it on their cost.

Clause 70: The Charterers have option to furnish the vessel with other scientific / communication equipments for carrying out the studies. The Charterers shall be fully responsible for the installation, tuning, maintenance and removing of all such equipments.

Clause 71: The Charterers have option to furnish the vessel with other scientific / communication equipments for carrying out the studies.

Clause 72: Terms and Conditions

Statutory conditions:

The vessel to be delivery without and class notation /NO--

The vessel should not be due for dry docking --

The vessel to be fully compliant with the IMO and DG Shipping rules for oil pollution (IOPP), GMDSS, ISPS etc. YES/NO.

Owner will take out in his own cost the necessary trading licenses for the charter from the India Statutory authorities, and will be responsible for insurance, P&I etc. YES/NO

Agency:

Owner should take care themselves or employ and pay for a sound Indian Shipping Agency for:

- (i) proper communication between the Charterers and the vessel. YES
- (ii) to take care of signing on and signing off procedures of crew and Owners' personnel YES
- (iii) to take care of vessel supply in terms of spares, repairs, provisions etc. YES

Man Power

Apart from the mandatory ship crew as per the safe manning norms of the ships registry state, the owners to Provide and Pay for the following personnel.

Winch, derrick and crane operators as and when required at any time of the day round the clock, 24 hours a day for scientists operation.

Two / three sets (minimum three personnel per set) of Deck crew well versed with scientific deck work to work round the clock in shifts to assist the scientist in all operations in the deck as well as in the labs. The group should work on the basis of round the clock duty and there will not be any overtime / extra allowance paid by the Charterers on this account. Three sets of specialists shall be available onboard for operating / maintaining scientific equipment round the clock.

ON / OFF Hire

Initial on hire acceptance will be considered based on the successful sea trail as per delivery clause.

If the scientific operation is stopped due to the breakdowns like engine failure or any machinery failure etc then the vessel will be declared as off hire as per the Charter party clause. If the vessel proceeds to a port for repairs, then the complete cost of travel to the port either in its own power or by tow, stay expenses for the vessel at port, hotel stay for the Charterers personnel during port stay and return the place of last lay where the breakdown occurred will be to the Owners account.

Clause: 73

BOTH TO BLAME COLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Charter Party fails to be determined in accordance with local laws, the following Clause shall apply.

BOTH TO BLAME COLISION CLAUSE

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the Servants of the Carrier in navigation or in the management of the Ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Ship or Carrier.

These foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect to a collision or contact.

And the Charterers shall procure that all Bills of Lading issued under this Charter Party

shall contain the same Clause.

Clause 74: GENERAL AVERAGE AND THE NEW JASON CLAUSE

General average shall be payable according to the York/Antwerp Rules 1974 but where the adjustment is made in accordance with the local law and practice, the following clause shall apply:

NEW JASON CLAUSE

In the event accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which or for the consequence of which, the carrier is not responsible by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Carrier in general average to the payment of sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salvage ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

And the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.

ANNEXURE-XIII

XIII.

PRE CONTRACT INTEGRITY PACT

1. General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on, between on----- one hand, the President of India acting through Dr. G.A. RAMADASS, DIRECTOR, NIOT, Ministry of Earth Science, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and represented by Shri_____, (hereinafter called the Seller, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to buy and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

2. Commitments of the BUYER

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

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular

BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of BIDDERS

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

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

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

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

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

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

intercession, facilitation or recommendation.

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

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

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

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

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

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies ACT 1956.

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount of INR 450,00,000 /- as Earnest Money/Security Deposit, with the buyer as per the following instruments:

- (i) Bank Guarantee Issuing bank in favor of N.I.O.T Chennai.

The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

6. Sanctions for Violations

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

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

middleman or agent with a view to securing the contract.

- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

7. Fall Clause

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

8. Independent Monitors

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

Shri. Ajay Kumar Lal, IRAS(Retd.)

e-mail: ajay_k_lal@yahoo.com, Mobile: 9560712003

Address: DDA, HIG, Block 3A/101 A, Motia Khan(Near Jhandeswalan Temple), D.B. Gupta Road, New Delhi – 110015.

Shri. Pavan Kumar Jain, IDSE (Retd.)

e-mail: mespkj@gmail.com, Mobile: 9313498388

Address: A-402, Shree Ganesh Apartments, Plot No. 12B, Sector-7, Dwaraka, New Delhi – 110075.

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

The Monitors shall not be subject to instructions by the representatives of the parties and perform

their functions neutrally and independently.

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at -----NIOT Chennai on---

THE DIRECTOR

National Institute of Ocean Technology
Ministry of Earth Sciences

M/s.

Witness

Witness

1. _____

1. ____

Signature Not Verified

Digitally signed by A S VIJAYALAKSHMI
Date: 2023.09.11 18:04:46 IST
Location: eProcure-EPROC