



The Shipping Corporation of India Ltd.
Offshore Services Department

TENDER REF. NO.:	T&OS/OS/MSV/GEOTECH/2024
TENDER TITLE:	Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical personnel/ services/equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.
RFx NO. :	9000047578
DUE DATE & TIME	20/12/2024, 1700 HOURS (IST)
TENDER FEE	INR 2950/- (INR Two Thousand Nine Hundred Fifty Only) Including GST
EARNEST MONEY DEPOSIT (EMD)	INR 18 Lakhs (INR Eighteen Lakhs only)

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PART – II (PRICE OFFER)

PRICE OFFER TO BE FILLED IN ITEMS TAB OF THE TENDER

IMPORTANT NOTES

1. Technical Offer Documents should be scanned and uploaded in Technical RFx folder only.
2. Price Offer (Part - II) should be uploaded in 'Attachments' Tab.
3. Please ensure that the Price Offer (Part-II) is **not uploaded** in 'Technical RFx folder of the tender'. The same should not be printed and uploaded with Technical Offer.
4. Size of documents being uploaded should not be greater than **10 MB** in size.

PART – I

SECTION – I

E- Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical personnel/ services/equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.

GENERAL INFORMATION

- 1.0 The Shipping Corporation of India Ltd., India (SCI) is operating & managing 1 No. Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK owned by Oil & Natural Gas Corporation Ltd. (ONGC) in India. The existing O&M contract with ONGC for this vessel is valid until 30.09.2025. There is a possibility of further extension of the O&M Contract.

For undertaking the entire scope of work of Geotechnical operations including provision of regular as well as call out Geotechnical personnel, equipments maintenance for the above vessel, SCI proposes to hire the services of a suitable and competent party as a Geotechnical Subcontractor. The contract will be awarded to a single qualified party only. Online tenders in Two bid system viz. Technical bid and Priced bid are invited from reputed Geotechnical companies for provision of Geotechnical personnel/services/equipment maintenance on ONGC owned "GTV SAMUDRA SARVEKSHAK". The detailed scope of work, eligibility qualification and experience criteria is given in Annexure III in Section-V. The required complements for regular as well as call out Geotechnical personnel for the above vessel are as per Annexure III A, B & C in Section-V.

2.0 TENDER FEES

- 2.1 The digitally signed tender is available on our e-tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for log-in to the e-tender portal). Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.
- 2.2 Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online.
- 2.3 Tender fees in the form of electronic remittance of INR 2500 /- + 18 % GST INR 450 = Total Rs. 2950/- (Total Rupees Two Thousand Nine Hundred Fifty only) to SCI's Bank Account (details mentioned at clause 2.4) should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.
- 2.4 Electronics remittance for Tender Fee is to be made in the account details mentioned below:-
SCI, Mumbai Bank Account Details-
The bank details of the Corporation's account for electronic remittance is as follows-
Beneficiary Name: THE SHIPPING CORPORATION OF INDIA LTD
Bank Name: INDIAN BANK
Branch: NARIMAN POINT
Bank Address: MITTAL TOWERS GROUND FLOOR, 210, NARIMAN POINT G M DIST, Maharashtra 400 021
ACCOUNT NO: 416197198
IFSC Code: IDIB000N052

For any Queries/clarifications the parties may contact CM (OS-C) on Tel. No.022- 2277 2195 / 2183 / 2193 respectively. or e-mail id :maddila.kumar@sci.co.in, sandhya.sarangi@sci.co.in, sandip.lakra@sci.co.in.

- 3.0 Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES**” in respect of items indicated in the Price offer excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.
- 4.0 Upon floating of the tender, two (02) weeks’ time will be given to the Bidder to study the tender document and revert with their queries/issues, if any, on email, with clear mention of clause No. of the tender document, their views/remarks and suggestions/changes/amendment required, if any, with the reasoning.
- 5.0 **DUE DATE:** Bidder to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 20/12/2024**. Bidder to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.
- 5.1 Bank Swift copy /demand draft / banker’s cheque/ UTR No. of payment made towards Tender Fees and EMD should be uploaded with Technical Offer only.
- 5.2 Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted. However, EMD in the form of Bank Swift copy /demand draft / banker’s cheque/ UTR No/ Bank Guarantee may be sent by post super-scribing the envelope with tender name and tender number before the due date and time as per the tender notice in the portal.
- 5.3 The Technical bids opening date will be informed to the bidders.
- 5.4 The date of opening of Price bid of technically qualified bidders will be intimated in due course.

6.0 BROAD INSTRUCTIONS FOR FILLING THE TENDER

The Tender response/ bids for subject tender (**RFx: 9000047578**) has to be uploaded in two parts:

- (i) **Part I (Technical Offer)** is available in Technical RFx > Folder > Public > Technical Docs. and includes –
 - SECTION – I: GENERAL INFORMATION
 - SECTION – II: ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)
 - SECTION – III: GENERAL TENDER TERMS AND CONDITIONS
 - SECTION – IV: FORMS FOR TENDER
 - SECTION – V: DRAFT/MODEL CONTRACT FOR GTV SAMUDRA SARVESKHAK

- (ii) **Part II (Price Offer)** is available in items tab of the RFx.

- 6.1 **Bidder should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter.**

[All pages of Part I (Section–I, Section-II, Section-III, Section-IV, Section-V {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page.)

- 6.2 Bidder are required to download “Technical Offer” (consisting of Section I, II, III, IV, V) and save the files on their computer. Detailed information as required in the technical offer are to be filled in and all pages of the technical offer need to be signed and stamped and then scanned for upload.

All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each page and scanned for upload.

The price bid is to be filled in items tab of the RFX. No prices should be revealed in the technical bid. Revealing the price bids in the technical section will lead to disqualification. Offers sent on fax/e-mail and/or contrary to the above requirements will not be accepted.

It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.

The vendor can create response for subject tender and upload its bids as follows:

Create RFX Response > Technical RFX response >

- (i) Index – (upload cover letter, if any)
- (ii) Tender Docs – (Technical Offer)
- (iii) Certificates – (All other documents, certificates, authorization letters as mentioned in the tender)
- (iv) EMD – (copy of Bank Swift / UTR No. payment / BG)
- (v) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)

Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature procured from the licensed CA only. The bidder can scan the Technical Offer (Part - I) and all other documents as single file or separate individual files, in which case each individual scanned file should be digitally signed before uploading. The digitally signed (.sig) files may then be uploaded at respective folders as mentioned above by **Due date on 20/12/2024 (17:00 Hrs).**

Price Offer (Part - II) should be filled in items tab the RFX only. The same need not be printed and should not be uploaded with Technical Offer.

- 6.3 Tender documents downloaded from <https://etender.sci.co.in>, shall be downloaded and submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderer and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.

Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid.

7.0 **INTEGRITY PACT AND BANNING GUIDELINES**

Bidder shall have to sign an “**Integrity Pact and Banning Guidelines**” with the Corporation for handling and ensuring the transactions in a fair and transparent manner. The **Integrity Pact and Banning Guidelines** document is attached with the tender, as Appendix VII and Appendix IX in Section IV. The bidder shall submit the tender along with the **Integrity Pact and Banning Guidelines**, issued along with the tender document, and duly signed on all pages as a token of acceptance. All pages of the **Integrity Pact and Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O. of the company he represents. The acceptance of **Integrity Pact and Banning Guidelines** shall be

unconditional and the tenderer must not change any contents of the Integrity Pact and Banning Guidelines.

The signed Integrity Pact and Banning Guidelines should be enclosed with the technical offer of the tender only. Tenders received without the signed Integrity Pact and Banning Guidelines and/or without details filled in, shall be rejected.

The contact details of the IEM are as follows:-

- 1) Shri Deepak Chaturvedi - E mail: chaturvedideep@rediffmail.com
- 2) Shri Mukesh Mittal - E mail: mumittal@hotmail.com

8.0 ASSESSMENT OF TENDER

- 8.1 The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the "Technical Offer". On the basis of such technical information, the Corporation will assess the capability of the bidder to undertake the contract and, if found unsuitable shall reject the tender, in which case their "Price Offer" will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all the information required in the "Form of Particulars" Appendix II in Section IV should be properly filled and all documents of the Technical Offer - Part I, must be uploaded with the tender.
- 8.2 Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of "Integrity pact and Banning Guidelines" by the bidder.
- 9.0 Once a tender is accepted on technical grounds, the selection among such technically qualified Bidder would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.
- 10.0 **The Bidder are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.**
- 11.0 Designation and contact details of persons for this tender are:

**Chief Manager I/c (OS-Commercial),
The Shipping Corporation of India Ltd.,
"Shipping House", 245 Madame Cama road
5th Floor, T&OS Division,
Mumbai – 400 021,
INDIA.**

PART – I

SECTION – II

E- Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical personnel/ services/equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.

ESSENTIAL CONDITION – ELIGIBILITY CRITERIA

1) Eligibility criteria in case bid is submitted on the basis of technical experience of such companies that are controlled by an ultimate controlling company:

(For the purpose of this clause “ultimate controlling company” is the one that holds more than fifty percent of the paid up share capital of each of the companies viz. the bidding company, all the supporting companies, intermediate company and “any other company” mentioned in the clause.) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria stipulated in the tender document can also be considered based on the experience of the company within the “ultimate controlling company” subject to meeting of the following conditions;

- i) Provided that the supporting company and the bidding company are both controlled by an ultimate controlling company either directly or through its intermediate company or through “any other company” within the ultimate controlling company.
- ii) Provided that the supporting company on its own and not through any other arrangement like Technical collaboration agreement meets the technical experience criteria stipulated in the tender document.
- iii) Provided that with a view to ensure commitment and involvement of the ultimate controlling company for successful execution of the contract, the bidding company shall enclose an agreement (as per format enclosed at Appendix VII in Section-V) between them, their ultimate controlling company and the supporting company.
- iv) Undertaking to provide an additional Performance Bank Guarantee (PBG) (as per format and instructions enclosed at Appendix VI in Section-V), equivalent to 50% of the value of PBG by the bidding company, is submitted either by Supporting company or the ultimate Controlling Company.
- v) Provided that the turnover of the ultimate controlling company in the last financial year is more than US\$ 1 million or equivalent INR. Copy of the latest published Audited Annual Report to be submitted by the ultimate/ holding parent company, along with the techno-commercial bid.

A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company or bidding company, intermediary company, supporting company and ultimate controlling company as the case may be. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned. The above certificate should not be more than 30 days old as on the original date of techno- commercial bid opening.

2) Guidelines for Eligibility of a “Bidder” from a Country which shares a land border with India:

- a) Bidder to confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a Bidder from a Country which shares a land border With India" as detailed at Appendix X in Section-V. Bidder should also submit the requisite certificate as mentioned.
- b) Please refer to the Department for Promotion of Industry and Internal Trade order for Public Procurement (Preference to Make in India) and its latest revisions which are applicable to this tender The same are available on <https://dipp.gov.in/public-procurements>

- c) As per this order 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- d) 'Class-I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this order.
- e) The minimum local content prescribed for Class-I local supplier is 50%.
- f) This tender is open to only Class-I local suppliers and will be awarded to a single party only.
- g) Verification of local content:
 - i) At the time of bidding, the bidder shall be required to indicate the percentage of local content and provide self-certification that the items/services offered meet the local content required as per the tender. They shall also give details of the locations(s) at which the local value addition is made.
 - ii) In cases of procurement for a value in excess of Rs 10 crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- h) The successful bidder has to submit the above on a quarterly basis once the contract is awarded.

3. Bidder must have following minimum experience (as on the date of opening of technical bid) in offshore geotechnical investigations.

- a) Bidder without relying upon sub-contractor/joint venture/consortium, should have minimum of 4 years of experience in carrying out offshore Geotechnical soil investigation works in last 10 years from similar Geotech Drilling DP vessels.
- b) Bidder without relying upon sub-contractor/joint venture/consortium, should have a proven track record of completing SI boreholes with a total penetration depth of not less than 8000 mtrs (rotary drilling and sampling only) in last 4 years experience.
- c) Bidder without relying upon sub-contractor/joint venture/consortium, should have prior experience in carrying out Geotech soil investigation work at a water depth from 12 mtrs to water depth exceeding 200 mtrs in offshore.
- d) The experience must be in both the activities of offshore geotechnical investigations i.e. field investigations involving rotary drilling, wire line operated sampling and Insitu Static Cone Penetration Test equipment from a Geotechnical vessel/barge/floating, Laboratory testing, engineering analysis and reporting for offshore structures like steel jacket platforms and jack up rigs, etc.
- e) The field investigations must have been executed in water depths exceeding 12 mtrs. and bore hole depths in 80 to 125 mtrs range below sea bed for platform location and for deployment of jack up rigs.
- f) Bidder shall ensure that all works is undertaken in accordance with the applicable codes, standards and specifications.
- g) Bidder should have an established office set up with Project management and dedicated and experienced support staff in Mumbai MMR region, for executing the contract. In case the bidder does not have the above, he shall be required to submit an undertaking in technical bid stating that he will set up an office in Mumbai MMR region, if contract is awarded.
- h) Bids conforming to above eligibility criteria only will be considered. Bids from parties currently blacklisted by ONGC/SCI will not be considered.
- i) Personnel experience: The bidder should confirm that bidder will provide personnel of requisite experience and qualification throughout the period of contract as per Annexure III. CV of personnel to be attached.
- j) Two bid system shall be followed for this system viz. Un priced/Technical Bid and Priced bid.
- k) The technical bid should consist of the following details available in Section-V (all digitally signed and uploaded)
 - i) Duly filled Appendix I : Experience details format.
 - ii) Duly filled Appendix II : Form of Particulars.
 - iii) Duly filled Appendix III : Check List/Matrix.

- iv) Appendix IV : EMD/Bid Bond submitted in form of Demand Draft or Bank Guarantee
- v) Duly filled Appendix VI: Bank Guarantee towards Performance Security by the Supporting Company/Ultimate Controlling Company (as the case may be) of the bidding company. (if applicable)
- vi) Appendix VII : Agreement between Bidder and The Support Company and Ultimate Holding Company(if applicable)
- vii) Appendix VIII : Duly Signed Integrity Pact
- viii) Appendix IX : Duly Signed Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)
- ix) Appendix X : Guidelines for Eligibility of a “Bidder” from a Country which shares a land border with India
- x) Confirmation as per Clause 44.0 of General tender terms and conditions (Section-III)
- xi) Bank Swift copy / UTR No. of payment made for tender fee.
- xii) Annual reports of the company for the last two years, along with experience details and other relevant documents/evidence and documents as per Clause 1 in of the Essential Conditions-Eligibility Criteria (Section-II) if applicable, etc.
- xiii) A letter of authority authorizing the concerned officer to sign the bid documents should be submitted in the Technical bid.
- xiv) Entire tender document stamped and digitally signed with authorized signatory.
- xv) Power of Attorney given to the concerned officer for digitally signing of the tender documents.

4. Annual Turnover Clause:

Bidder must have an average annual financial turnover of INR 2.65 crore (Indian Rupees Two Crore sixty five lakh only) during last three accounting years.

5. Positive Net worth Clause:

Net Worth of the tenderer company /firm as on 31st March 2024 (i.e., FY 2023-2024) should be positive.

IMPORTANT:

- (a) **It is mandatory to furnish relevant proofs, documents, certificates etc. for the eligibility criteria mentioned above.**
- (b) **Any tenderer belonging to Group of Companies should submit the work experience proof /relevant documents pertaining to relevant clauses mentioned in the tender document; in the name of ‘tendering company name’ only. Documents titling/showing combines or generic company name will not be accepted.**

PART – I

SECTION – III

E- Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical personnel/ services/equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.

GENERAL TENDER TERMS AND CONDITIONS

- 1) The draft of contract to be signed between SCI and the successful Bidder is enclosed as Draft/Model Contract for GTV Samudra Sarvekshak (Part-I, Section-V) – Annexure I (General Terms & Conditions of Contract), Annexure II (Special Conditions of Contract) and Annexure III (Technical Specifications & Scope of Work) and is a part of the tender document. The bidders have to accept in toto all the terms and conditions of this tender document. Offers of Bidders taking any exception/deviations to tender/contract terms and conditions will not be considered.
- 2) In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the SCI shall be final and binding.
- 3) Bidder's eligibility shall be subject to extant law of the land including guidelines/circulars issued by Government of India.
- 4) Proforma of the Integrity Pact attached with the tender document will be returned by the bidder along with the technical bid, duly signed by the same signatory who signs the bid i.e duly authorized to sign the bid. All the pages are to be signed by the same authorized signatory. Bidder's failure to return the duly signed integrity pact along with the bid shall lead to outright rejection of the bid.
- 5) The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 20/12/2024.**

Detailed E-Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online (<https://etender.sci.co.in>)

Only online tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted.

6) **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

The SCI, at its discretion, may extend the due date for submission of bids but bidder's first submission of tender shall be the final proposal.

Bidder shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extensions period of tender due date.

7) **PERIOD OF CONTRACT**

The period of contract arrangement shall be for one year from the date of contract commencement as decided by SCI. The SCI has the sole option to extend the contract twice by three months each after the expiry of one year contract period on the same terms and conditions. The rates for extension period shall be as under:

- (A) If the existing subcontractor has participated in SCI's next tender for said supplies:
- a. If the existing subcontractor wins the next new tender then lower of the existing contract rates and new rates finalized for next new contract shall apply.
 - b. If the existing subcontractor does not win the next new contract then the lower of their newly quoted rates and existing contract rates shall apply.
 - c. Existing subcontractor has to settle the differential amount (Difference in supply cost during extension period basis existing rates and new contract / quoted rates, as the case may be), if any, by way of credit note.
- (B) If (A) above is not applicable, then existing contract rates shall apply.

8) **RATES**

The Rates quoted/ negotiated & agreed by the bidder shall remain firm during the tenure of the contract/ extended period of contract and **NO ESCALATIONS** whatsoever shall either be claimed or considered.

- 9) The Rates quoted shall be "**ALL INCLUSIVE**" and would mean and shall include:
- a. The charges in respect of Workmen's Compensation and Common Law liabilities payable by the Bidder towards injury, death, etc. caused to labour, staff, etc. employed by the Bidder, due to any reasons, whatsoever.
 - b. All out of pocket expenses, the Bidder may incur by way of arranging port/custom/police permissions, etc. and there shall be no extras whatsoever payable for the same.
- 10) This is a non-exclusive contract. The SCI reserves the right to procure any item/s covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the SCI in this regard shall be final and binding on the bidders.
- 11) Bidders are requested to quote their best and final offer in the Price Offer Part – II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted
- 12) Bidders are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the quotations are opened. Corrections if any made before submission of the tender forms should be initiated by the person signing the tender form, failing which rates for such items will not be considered.
- 13) Item wise rates provided by selected bidder will be considered while processing the invoice.
- 14) During processing of the tender or during the validity of the contractual period, in case it is noticed that the rate/rates of any item/items is/are exceptionally high, the SCI reserves the right to take such high-priced item(s) out of purview/scope of the contract.

NOTE: Rates should be uploaded in the 'items' tab of subject tender (RFx: 9000047578) only and should not be mentioned anywhere in the technical offer. Rates should be quoted strictly as per detailed service description mentioned in the Price Offer (Part –II).

15) **EARNEST MONEY DEPOSIT (EMD)**

- 15.1 Bidder is required to submit a bid bond for Indian Rupees 18 Lakhs Only (Indian Rupees Eighteen Lakhs only), valid for 45 days beyond final bid validity period refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded. EMD (in the form of Bank Swift copy /demand draft / banker's cheque/ UTR No/

Bank Guarantee) shall be sent by the bidder by post or in person superscripting the envelope with Tender name, Ref No, his/her (bidder's) details before due date and time at following address:

**The Chief Manager I/c (OS-Commercial)
The Shipping SCI of India Ltd.,
"Shipping House", 5th floor,
245, Madame Cama Road, Mumbai - 400 021.**

EMD of all bidders who are not selected will be refunded as promptly as possible as and not later than 60 days after the award of the contract to the successful bidder. However, in case of technically disqualified bidder(s), EMD will be refunded on finalization of their technical disqualification. No interest will be payable by SCI on the EMD.

- 15.6 In case of successful bidder, the EMD may be refunded after award of contract upon receipt of security deposit/ performance bank guarantee. The EMD submitted by the successful bidder may also be adjusted towards security deposit/ performance bank guarantee. No interest will be payable by SCI on the EMD
- 15.7 Copy of Bank Swift/ demand draft / banker's cheque/ UTR No/Bid Bond/Bank Guarantee for Earnest Money Deposit must be enclosed with the "Technical Offer" only and details should be indicated in the form in Appendix II in Section-V.
- 15.8 Furnished EMD is refundable (without interest), except on withdrawal of the offer before decision and/or failure of the bidder to accept the contract if awarded and/or failure to submit Security Deposit and /or Performance Guarantee on award of the contract.
- 15.9 Indian Government Departments/Public Sector Undertakings are exempted from payment of Bid security.
- 15.10 The successful bidder will be required to submit a Security Deposit from a scheduled commercial bank, as per format enclosed at Appendix V, in favour of SCI towards performance of the contract for an amount of 5% of contract value within 15 days of receipt of award of contract by the successful bidder. The PBG should be valid for a period upto 120 days after the expiry of the contract period.
- 15.11 Performance Security of equal amount as of Performance Bank Guarantee is to be paid by the successful bidder with whom SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past. Same can be in the form of Bank Guarantee and should be valid for the full period plus 120 days
- 15.12 The day rates submitted by the bidder should be firm for the entire duration of the contract and for extensions. No interim increase/escalation in day rates will be allowed during the entire duration of the contract.
- 15.13 Changes/alteration in the price bid will not be allowed after the submission of the bids.
- 15.14 The bidders are required fill in the per person per day rate for the respective categories in the e-bidding portal.
- 16) **FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)**
The Earnest Money Deposit submitted with the tender shall stand forfeited in the event:-
- 16.1 The Bidder withdraws his offer any time before the tender is finally considered/ decided upon.
- 16.2 The Bidder increases the quoted prices during the validity of the tender / extension granted on the validity.

- 16.3 The bidder seeks amendment of tender terms, or the price offer submitted after submission of tender.
- 16.4 The Bidder fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Security on award of the contract.
- 16.5 The Earnest Money Deposit shall be summarily forfeited for submitting the tender without filling the details in and/or not signing the 'Integrity Pact (including Banning Guidelines)'. If the bidder has been disqualified from the tender processing prior to award of the contract according to the provisions under Integrity Pact (including Banning Guidelines), SCI shall be entitled to impound the EMD along with penal amounts imposed as per the provisions of Integrity Pact (including Banning Guidelines).

17. DISQUALIFICATION

The tender is liable to be disqualified if:

- 17.1 Not submitted in accordance with terms and conditions of the Tender documents.
- 17.2 During validity of the quotation period or its extended period, if any, the Bidder increases his quoted prices.
- 17.3 The Bidder qualifies the tender with his own conditions.
- 17.4 Tender received in incomplete form including price schedule.
- 17.5 Tender received after due date and time.
- 17.6 Not accompanied by Tender Fees in the form of Bank SWIFT copy / UTR No. of electronic transfer.
- 17.7 Not accompanied by all requisite documents.
- 17.8 Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- 17.9 Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- 17.10 Multiple tenders being submitted by one Bidder or if common interests are found in two or more Bidders, all such Bidders are liable to be disqualified.
- 17.11 While processing the tender, if it comes to the knowledge of SCI that some of the bidders have formed a cartel resulting in delay/ holding up the processing of tender. All such Bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- 17.12 Tender documents, if downloaded from the SCI/NIC website, shall be downloaded in Toto repeat in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract). It will be viewed seriously by the SCI and the tender is liable to be rejected and the bidder will be debarred from participating in future tenders of the SCI.
- 17.13 The bidder is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c as on 31st March of previous financial year submitted with the tender. For proprietorship firms, proprietor's balance sheet, also, may please be submitted.
- 17.14 Canvassing in any form shall lead to disqualification.



17.15 The bidder submits an incomplete Integrity Pact document, or the Integrity Pact document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Integrity Pact.

17.16 Price offer is enclosed in Technical Offer in SRM portal.

17.17 The Bidder is not responding to SCI's communication in time for clarification of some of the relevant terms and conditions of the quotations.

17.18 Bidder changes the name/ constitution of the firm during the processing of the tender.

17.19 The Bidder is not ready to provide his services from applicable date.

17.20 Bid not accompanied by EMD/Bid Bond in the form of Bank Guarantee in format attached in the tender document/Demand Draft.

17.21 If any extant government rules, notifications, extant DPE guidelines etc. are violated by the bidder.

17.22 The bidder qualifies the Tender with his own conditions.

17.23 The bidder qualifies the letter of acceptance of the contract with his conditions.

17.24 The bidder is currently barred/blacklisted by ONGC/SCI.

18. RIGHT OF REJECTION

18.1 The SCI reserves the right to decide about technical capability, expertise and/or the bidder's capacity for fulfillment/compliance of all the terms and conditions, spelt out in Section II (Essential Condition-Eligibility Criteria).

18.2 SCI reserves the right to reject any / all tenders without assigning any reasons whatsoever.

18.3 If it is observed that the bidders have formed a cartel while quoting the rates, all the bidders forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the SCI for next two years. It is also clarified that if need arises the SCI would go in for appointment of outside party(s) to undertake the work under captioned tender.

18.4 In case multiple tenders are submitted by one party or if common interests are found in two or more bidders, then the tenders are liable to be rejected unless the additional tenders are withdrawn.

18.5 Bidders must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case bidders do not quote for all items.

18.6 SCI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. SCI does not bind itself to accept the lowest tender and reserves all rights (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties.

18.7 The decision of the SCI in this regard (para 18.1 to 18.5 above) shall be final and binding on the bidder(s).

19. BILLING

19.1 The Bidder will render only those services to SCI pertaining to this tender. Any other work done by the Bidder which does not fall under the purview of this tender will not be entertained and SCI will not make payment for such extra bills.

19.2 The payment shall be made within 45 days from the date of receipt of bills complete in all respects.

19.3 Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

20. EVALUATION

20.1 All the bidders are required to quote in Indian Rupees only. Bids will be evaluated in Indian Rupees exclusive of GST.

20.2 Bidders must quote for all the items as per the price offer format / Schedule of rates. In case the bidder does not quote for few of the listed items as per the price format; then

a) For the purpose of evaluation of contract- The items not quoted will be assigned the highest value quoted by the rest of the bidders

b) For the purpose of execution of contract – The items not quoted will be assigned, the lowest of the lowest rate quoted by rest of the bidders and considered as the base rate.

However, in case the bidder has not quoted for any line item as he cannot provide those services, the tender is liable to be disqualified and the decision of the SCI in this regard shall be final and binding on the bidder.

20.3 Price Offer evaluation criteria:

The estimated annual volume for each service will be multiplied by the corresponding quoted rate by each bidder and the results will be totalled to arrive at the overall financial implications (i.e. FI for all line items taken together in INR terms). This total financial implication will be used to decide order of competitiveness. Conditional discounts will not be taken into account for the financial evaluation.

20.4 Once a tender is accepted on technical grounds, then selection among such technically qualified bidders would normally be only on the basis of the quoted rates. However, the SCI reserves the right to reject all/any of the tenders, and the decision of the SCI in this regard shall be final and binding.

20.5 Negotiations may also be carried out with L1 party only

20.6 The contract will be awarded to one successful Bidder only.

20.7 However, SCI does not bind itself to accepting the lowest Offer or any Tender and reserves the right of short listing or accepting or rejecting all the Offers or asking for a revised Offer or offer the contract to any Bidder other than the lowest Bidder, all entirely at the SCI's sole discretion without assigning any reason.

20.8 The contract value for purpose of comparison will be ascertained as under:

Total contract value for evaluation = Sum of all {Total evaluation quantity per category (as per Annexure IV) X respective per day per person rate quoted by bidder. }

20.9 The contract shall stand suspended/ terminated, partially or fully, as a result of Government Policy/ directive to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the SCI.

20.10 The bidders are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or requests for rates to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialled by the person signing the tender form before submission, failing which the rates for such items may not be considered.

20.11 The estimated volume requirement furnished in the Part – II (Price Offer) is indicative only and the same is without any commitment from the SCI and the SCI cannot assure minimum/maximum work that can be offered.

20.12 The Bidders are requested to quote their best and final offer in the Price Offer Part – II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.

20.13 Tenders who do not meet the technical pre-qualification requirements, as prescribed in Section-II (Essential Condition-Eligibility Criteria) are liable to be rejected and decision of the SCI in this regard shall be final and binding.

20.14 The SCI reserves the right to decide about technical capability, expertise and/or the Bidder's capacity for fulfilment/compliance of all the terms and conditions spelt out in Section-II (Essential Condition-Eligibility Criteria).

20.15 Bidders with whom the SCI has dealt with earlier may also note that their performance during past contracts with SCI & also if they had committed breach of contracts or having unsatisfactory performance with any of the Govt body etc, would be taken into account & it would be at SCI's sole discretion whether to consider such parties for award of contract. However, the parties with which SCI's legal dispute is pending, award/non award of contract will be the sole discretion of the SCI.

20.16 The subcontractor shall be responsible to the SCI for damages arising out of or in consequence of negligence on the part of the subcontractor or any of his staff/ servants, to any property of Port Authority etc. and the subcontractor shall also be responsible to the SCI for claims arising out of any accident resulting in bodily injury or death of third party including employees of the port, the SCI and the bidder.

20.17 The SCI reserves the right to claim damages or detention charges, of which SCI shall be the sole judge, in respect of delays occurred to its vessels/containers directly or indirectly due to the failure/default on the part of Bidder in carrying out the responsibilities/duties efficiently and promptly.

20.18 The submission of a tender by a Bidder implies that he has read these instructions and has made himself aware of the scope of work and the conditions of contract and the SCI will not therefore, pay any extra charges on any account in case the Bidder finds later on to have misjudged the conditions.

20.19 Bidder must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case; the bidder does not quote for all items.

20.20 All disputes regarding the tender and contract are subject to the exclusive jurisdiction of competent Courts in Mumbai only.

20.21 SCI reserves the right to remove any item from the contract without assigning any reasons by giving 30 days' notice.

20.22 If any alteration is found in the tender document downloaded from SCI/NIC Website, the submitted tender is liable to be rejected.

20.23 The Bidder shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The SCI shall not be responsible for breach of law, if any, by the Bidder.

20.24 The Bidder may take note that the award of contract would be on overall financial implication basis and the decision of the SCI for award of contract will be final and binding on the Bidder/s.

20.25 To assist in the examination, evaluation and comparison of the Technical and Price Bids, the SCI may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the SCI shall not be considered. The SCI's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the SCI in the evaluation of the Price Bids.

20.26 Provided that a bid is substantially responsive, the SCI may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission. If a bidder does not provide sought clarification of its bid by the date and time set in the SCI's request for clarification, its bid may be rejected.

20.27 During the evaluation of Price Bids, the SCI shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the SCI, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If the Bidder does not accept the correction of errors, its Bid shall be liable to be disqualified and its EMD may be forfeited and / or Bidder may be subjected to other suitable action as per other provisions provided in this tender document.

20.28 Bidders may please note that evaluation of the tenders shall necessarily take into account –

- (i) Experience and performance on similar or any other contracts during past 10 (Ten) years.
- (ii) Financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last three years (should have positive net worth during last accounting year).
- (iii) If they had committed breach of contract etc.

It would be sole discretion of the SCI whether to consider such bidder's for award of the contract.

20.29 The SCI reserves the right to claim the consequential losses suffered by the vessels, of which the SCI shall be sole judge, for non-compliance of the contract. Further, in the event of such failure on the part of the Subcontractor to fulfil the contractual obligations, the SCI reserves the right to assign the work to any other party of its selection including Port Authorities and additional costs which is incurred by the SCI, arising out of such arrangement will be recovered from the Subcontractor besides any penalty SCI may decide to impose for non-performance.

20.30 SCI reserves its right to accept or reject any bid and to annual the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. SCI does not bind itself to accept the lowest tender and reserves all rights (i) to reject any or all tenders (ii) the

right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties.

20.31 SCI will issue a Letter Of Intent (LOI) which constitutes the intention of SCI to enter into contract with the successful bidder (s). The successful bidder(s) shall within 7 days of issue of the LOI, give their acceptance along with Performance Bank Guarantee and also submit the Agreement form as stipulated, duly completed in all aspects.

20.32 During the processing of the tender or during the validity of contractual period in case it is noticed that the rate/rates of any item/items is/are exceptionally high, the SCI reserves the right to take such high priced item(s) out of the purview/scope of the contract.

21. PENALTY CLAUSE

21.1 The SCI has the right to take the following actions against the bidder, without prejudice to any of its rights, including the right to claim damages, if in case:

A. Involved in wrongful billing

- (i) To issue a warning letter for first contravention and recover the excess amount billed.
- (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Security Amount.

B. Not rendering service as per the provisions of the Contract

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, a monetary penalty will be imposed equal to 1% of annual contract value. This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Shipping SCI of India", payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the subcontractor/ security deposit/ performance guarantee submitted by him.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited.

21.2 Bidder is required to accept in toto the relevant clauses of Breakdown/downtime/penalties as per Annexure I and Annexure II of Section-V.

21.3 "The bidder shall not assign the contract to any other persons nor shall they sub-contract the same. The SCI shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice."

21.4 "In case (i) performance of the supplier/ subcontractor is not satisfactory or (ii) supplier is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the supplier/ vendors/ Subcontractor is under suspicion or if there is any action by the supplier/ subcontractor which may result in damage to the brand image and/ or result into commercial loss to SCI, SCI may consider suspension of business dealings with such supplier/ subcontractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ Subcontractor, same will be initiated by the SCI or suspension revoked, as the case may be".

22. RISK PURCHASE CLAUSE

If at any time during the currency of the contract it is found that –

- (a) Bidder has failed to arrange services from the date of commencement of the contract, or
- (b) The services are not arranged in time, or assigned job has not been completed in time, or
- (c) The services rendered by the bidder are found unsatisfactory, or
- (d) The services do not conform to the quality/ specifications indicated in the contract

The SCI will be at liberty to obtain the services from alternative sources at the risk and cost of the bidder.

23. TERMINATION CLAUSE

Bidder is required to accept in toto the relevant clauses of Termination Clause as per Annexure I.

24. EXIT CLAUSE

The SCI at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days' notice to the bidder.

25.0 SECURITY DEPOSIT AND PERFORMANCE SECURITY

- 25.1 The successful bidder will have to deposit a Security Deposit/Performance Bank Guarantee which will be equivalent to 5% of the value of the contract in the form of Bank Guarantee (including e-BG) issued / confirmed from any of the commercial bank in India or online payment, Insurance Safety Bond, account payee demand draft, fixed deposit receipt from commercial bank which should be valid for the period of 60 days beyond the date of completion of all contractual obligations of the subcontractor, including Defect Liability Period and extension period if any.
- 25.2 Additional performance security equivalent to 5% of the contract value may be asked to be furnished by the successful bidders(s) with whom the SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- 25.3 Security deposit has to be furnished within 30 days after award of contract, which should be valid for the full period of the contract including the extension period plus two months, towards satisfactory performance of the contract.
- 25.4 In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Security shall stand forfeited, either wholly or partly and the subcontractor(s) shall have no claim whatsoever against the SCI in consequence of such termination of the contract.
- 25.5 In the event the subcontractor(s) gives up the work before expiry of the contract including extension periods if opted for by the SCI, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Security shall stand forfeited.
- 25.6 No interest shall be payable on the Security Deposit and Performance Security.
- 25.7 The SCI shall also be entitled to make recoveries from the subcontractor's bills, Security Deposit and Performance Security or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or the dues from customer or other account existing with SCI.

25.8 The Security Deposit and/ or Performance Security paid by the subcontractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

25.9 Forfeiture of security deposit and / or performance security:

- a. Due to inability/ unwillingness of the successful bidder to service the contract for any reason and/ or his withdrawal in letter/spirit from servicing the contract prior to stipulated expiry date of the contract, including extension period opted by the SCI, if any.
- b. In case of termination of the contract for any reason, the security deposit and/ or performance security shall stand forfeited either wholly or partly and the subcontractor(s) shall have no claim whatsoever against the bidder in consequence of such termination of the contract.

26.0 **VALIDITY**

26.1 The rates given in Tender should be valid for acceptance by the SCI up to SIX MONTHS from the due date. In case processing/acceptance of the Tender takes more than six months, the Bidder who wishes to withdraw his Price Offer, shall have to write to the SCI within a week after expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the contract finalisation.

26.2 In case the Bidder increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

27.0 **SECURITY CLAUSE**

27.1 While evaluating tenders regard would be paid to National defense and security consideration. The Subcontractor will be responsible to the ONGC/SCI for ensuring that men, material and stores being placed by them on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by SCI.

27.2 In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the SCI shall be final and binding.

28.0 **ISPS CLAUSE FOR SCI'S SUBCONTRACTORS**

28.1 A declaration to be produced by the bidder that police verification has been carried out for the persons employed by them who are engaged in connection with ship related activities.

28.2 Person from such bidder's firm visiting ships shall carry a photo identity card issued by the bidder and shall reveal his identity to ship staff when demanded.

28.3 Stores, equipment and material being carried on board by the Bidder shall be subject to checks by the ship before allowed on board.

28.4 The Bidder shall abide by and comply with all Port Regulations, all local, national as well as international laws in connection with supplies under the subject contract. The SCI shall not be responsible for breach of law, if any, by the bidder.

28.5 In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the SCI shall be final and binding.

29.0 **EMPLOYMENT OF WORKERS**

It has to be clearly understood by the Bidder/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the Bidder/s to perform the contract if awarded, shall be the employees of the Bidder/s and the

Bidder/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the SCI shall in no way be liable for the same. The Bidder/s shall also comply with all the provisions under the laws of the land pertaining to his/their workers and their employment for the purpose of performing the contract if so awarded against this tender and the Bidder/s shall also indemnify the SCI for any claims whatsoever made by such workers against the SCI in that behalf.

30.0 BIDDER TO INFORM HIMSELF FULLY

The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting .If the bidder have any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc, he shall at once contact the official inviting the tender ,before submission of the tender.

Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the bidder in his offer.

31.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

- a) Neither the Bidder nor the SCI shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Bidder to pay Liquidated Damages to the SCI and
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Bidder in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 100% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Bidder.

32.0 LAW OF LAND

The bidders shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The SCI shall not be responsible for breach of law, if any, by the bidder.

33.0 WAIVER

It shall always be open to the SCI by written communication to the Subcontractor to waive in whole or part any right or the enforcement of any right or remedy which the SCI may have against the Subcontractor or of any obligations which the Subcontractor may have hereunder, provided always that:

- (i) No waiver shall be presumed or inferred unless made in a written communication addressed by the SCI to the subcontractor and specifically communicated as a Waiver;
- (ii) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be



limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the subcontractor and/or the future enforcement of the right by the SCI in respect of the same and/or any other dependent obligation.

34.0 INDEMNITY

The bidder shall defend, indemnify and hold the SCI harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the bidder /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the bidder or by third party.

The bidder shall indemnify the SCI against any claims under the Payment of Wages Act 1936, and/ or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Act / Acts or on behalf of any person / persons employed by him.

The bidder shall also indemnify the SCI and every member, officer and employee of the SCI against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the bidder in the performance of his obligations under this contract.

35.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely SCI and the bidder, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

The bidder shall not be entitled to claim compensation for any loss or damage sustained by the bidder by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labour of the bidder.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (SCI) shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

36.0 DISPUTE RESOLUTION

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the SCI shall be final and binding.

37.0 JURISDICTION



This agreement including all matters connected with this Tender /contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Mumbai.

38.0 MEDIATION

In the event of any dispute between the management and the subcontractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, attempt to settle the dispute through mediation before the panel of IEMs in a time bound manner will be made. Such Mediation is to be guided by the Civil Procedure Mediation Rules 2006 issued by Hon'ble Bombay High Court".

39.0 ARBITRATION

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the SCI.

The venue of the said Arbitration shall be at Mumbai.

And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

39.1 Independent External Monitors (IEM) are appointed to oversee the implementation of the Integrity Pact(IP). The contact details of the IEM are as follows:

1) Shri Deepak Chaturvedi - E mail: chaturvedideep@rediffmail.com

2) Shri Mukesh Mittal - E mail: mumittal@hotmail.com

A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

40.0 CONCILIATION

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, SCI as provided hereunder:

40.1 The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

40.2 CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).

40.3 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

40.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

40.5 OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

40.6 Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

40.7 The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

40.8 The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;

The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

40.9 The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.

40.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.

40.11 All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

40.12 If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

41 Micro and Small Enterprises

Micro and Small Enterprises (MSEs) registered (which is to be duly certified by their CA) with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per extant Government of India directives. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform. The bidder required to provide the CA certificate basis last audited report submitted. The registration certificate should be valid for the scope of this tender.

42.0 MOBILIZATION

42.1 No Mob and Demob charges shall be paid by SCI to the successful bidder.

42.2 The successful Bidder, if new, should mobilize the key personnel of his geotechnical team/key equipments, as required, latest by 3 days prior to start of the contract, to get accustomed to

the vessel & equipments, and balance Geotechnical team/equipments should be mobilized by the date of start of contract, as per Annexure III- A,B,C. The key categories of Geotechnical personnel and equipment required to be mobilized 3 days prior will be intimated to the successful bidder in Notification of Award of contract. In case the existing subcontractor himself will be successful bidder then there is no requirement for prior mobilization. The bidder will be informed in advance for mobilization.

42.3 The responsibility of Geotechnical Sub-contractor in general would be to provide on call out basis Geotechnical, drilling and CPT personnel for carrying out the duties expected of the vessel for Geotechnical and Drilling operations on round the clock basis as indicated in ANNEXURE III, in accordance with internationally recognized safe practices for geotechnical operations.

NOTE: The bidders have to conform to all the requirements mentioned above and terms and conditions of Draft/Model Contract – ANNEXURE I, ANNEXURE II and ANNEXURE-III in toto and no exceptions/deviations to be taken to the contract/agreement clauses. Bids of only those parties who are accepting the tender requirements and terms and conditions of Draft/ Model Contract – ANNEXURE I, ANNEXURE II and ANNEXURE-III in toto, and confirm the same, will be considered for evaluation.

43.0 UNSOLICITED COMMUNICATION

“In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to the Competent Purchase Authority (CPA) as mentioned in the tender document. However, if such representation is found by the CPA to be un-substantiated and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re- tendered, then such bidder will not be allowed to participate in the re-invited tender.

GM (OS) is the CPA for this tender.

44.0 The Bidder should also confirm the following in writing while submitting the “Technical offer”:

44.1 Whether the bidder employs in any capacity whether administrative or advisory, ex-SCI/ ONGC officer who has retired from the DGM or higher level in preceding two years as on the tender closing date.

44.2 If the answer to (a) above is in affirmative, the name and designation of that officer in the firm, his designation at the time of retirement in SCI/ONGC and his date of retirement from SCI/ ONGC should be furnished;

44.3 The role and responsibilities of that officer in the firm especially with regard to the contract for which the bid is made should be clearly spelt out.

44.4 Kindly note that in case the answer to (a) of this clause is affirmative, then the contract will be awarded only if the Board of Directors of SCI approves the same.

45.0 It is expressly understood and agreed by and between the subcontractor and SCI that SCI is entering into this agreement solely on its own behalf and not on behalf of any person or

entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that SCI is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Law of India and general principles of Contract Law. The Subcontractor expressly agrees, acknowledges and understands that SCI is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrong arising out of the contract. Accordingly, the Subcontractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or things whatsoever arising of or under this agreement.

**THE DECISION OF THE COPRORATION IN THIS REGARD SHALL BE
FINAL AND BINDING ON THE BIDDERS.**

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Bidder)

Full Name:

Designation:

Company seal:

Place :

Date :

.....

N.B. – Please ensure that all pages of the technical offer are duly signed and stamped
on each page before scanning and uploading the same.

PART – I

SECTION – IV

E- Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical personnel/ services/equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.

FORMS FOR TENDER

Appendix I	Experience details format	Page:27 to 27
Appendix II	Form of Particulars	Page:28 to 29
Appendix III	Check List/Matrix.	Page:30 to 32
Appendix IV	Format for BID Bond/EMD	Page:33 to 34
Appendix V	Format for Performance Bank Guarantee.	Page:35 to 36
Appendix VI	Proforma of Bank Guarantee towards Performance Security by the Supporting Company /Ultimate Controlling Company (as the case may be) of the bidding company	Page:37 to 39
Appendix VII	Format of Agreement between Bidder and The Support Company and Ultimate Holding Company	Page:40 to 41
Appendix VIII	Format of Integrity Pact	Page:42 to 45
Appendix IX	Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)	Page:46 to 52
Appendix X	Guidelines for Eligibility of a "Bidder" from a Country which shares a land border with India	Page:53 to 54



EXPERIENCE DETAILS

E-Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical services/ personnel/ equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.

BIDDER's PAST SERVICES (SIMILAR) PROFORMA

Sr.No.	Name & Address of the client	Period			Description of services completed successfully	Documentary evidence Contract number and date and/or work completion certificate and date.	Page Numbers of documentary evidence attached
		From	To	Total number of days			
Separate table for each ELIGIBILITY/EXPERIENCE/QUALIFICATION CRITERIA requirement as per Clause 6.0 of tender document							

Signature of Authorized Signatory

Seal of the Company



FORM OF PARTICULARS

Sr. No.	Particulars	Details
1	(a) Name & full Postal Address of the Principal Company & its Principal Place of business (b) Telephone(s) Mobile Number(s) (Name & No) (c) Email Address (es) : Website (if any) :	
2	If a subsidiary Company, Name & Address of the holding company	
3	Year and Date of Establishment of Business	
4	Whether Proprietorship/Partnership/Private or Public Limited Company? (Please enclose copy of Partnership Deed/ Memorandum & Article of Association, Organizational Chart and the Balance Sheet & P/L A/c of the company for last 3 years)	
5	Name of Proprietors/Partners in case of Proprietary concern or Name of Director in case of Limited Co.	
6	Name and address of Local office/establishment/representative office in tender mentioned ports.	
7	Name of your Bankers and their Address (Please attach a certificate from your bankers Address about your financial status and credit facility available to you)	
8	Name of Parent Company / Consortium / JVC etc:	
9	PAN number:	
10	Goods and Service Tax registration number with copy:	
11	Name of the Senior Executives/Officials of Company:	
12	Name of contact person of the subject project	
13	Names of the clients of the company	
14	Average Annual Turnover	
15	Whether your company has been disqualified by SCI/GOI/GOI agencies/PSUs at anytime in the past. If yes, give details.	
16	Have been black listed by ONGC/SCI?	
17	Whether the bidder is registered as MSME? If yes, give details	
18	% of local content:	
19	GST% applicable and HSN code:	

20	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. (If Yes, give full details)	
21	Please indicate if any of your staff at present was an employee (officer holding above rank DGM) of SCI in the past and whether he has resigned or retired from the SCI. (If Yes, give full details indicating – Name of Employee: Designation in SCI at the time of retirement/resignation : Date of resignation/retirement: Attach separate sheet, if required)	
19	<u>Tender Fee:</u> Particulars of Bank Swift copy / UTR No. Enclosed with the Technical Offer of the Tender.	UTR No.: Amount: Date of Issue: Drawn On:
20	<u>Earnest Money Deposit:</u> Particulars of Bank Swift copy / UTR No. / BG No. Enclosed with the Technical Offer of the Tender. OR Details of Bank Guarantee	UTR No.: Amount: Date of Issue: Drawn On: BG No.: Amount: Date of Issue: Issued by: Valid upto:

Note: Particulars requested above may be furnished on separate sheets, if necessary. Kindly mention NA in case it is not applicable and do not leave any field blank.

Declaration:

1. I/ We _____ am/ are the sole proprietor/ Manager of _____ and authorized to submit this tender on behalf of my/our company/ firm.
2. It is certified and declared that I/ we have read, understood and accepted the terms and conditions of this tender in totality, and have thereafter submitted my/ our tender.
3. I/ We declare on solemn affirmation that whatever information is submitted in this tender is true and correct to the best of my knowledge and belief.
4. I/ We hereby certify that my/ our company/ firm has not been banned and/ or blacklisted by any office/ department/ undertaking of the Govt. of India, at any time under any contract.
5. I undertake and confirm, not to have made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and not committed any offence under the Prevention of Corruption Act in connection with the bid.

Certified that the details and documentary proof/ evidence given above are true and correct. Further details, if any, required shall be submitted for verification, if so requested for, at any stage.

(Signature of the Bidder)

Full Name :

Designation :

Company Seal :

Date:

Place:



CHECK LIST/MATRIX

The bidders are advised to ensure that following check list is duly filled in and the points have been complied in their offer, failing which, the offer is liable to be rejected :

Sr. No.	Description	Bidder's compliance	Refer the page no. where documentary evidence is enclosed
1.	Vital criteria for acceptance of bids : The bidders have to conform to all the requirements mentioned in the tender document and terms and conditions of Draft/model Contract, Annexure I, Annexure II and Annexure III in toto and no exceptions/deviations to be taken to the contract/agreement clauses. Bids of only those parties who are accepting the tender requirements and terms and conditions of Draft/Model Contract, Annexure I, Annexure II and Annexure III in toto, and confirm the same, will be considered for evaluation.	Accepted/Not accepted.	
2.	Bidders to provide total scope of work as per Annexure III .	Accepted/Not accepted.	
3.	Bidder will provide all the required complements for regular as well as call out personnel for the above vessel as per Annexure III – A,B,C	Accepted/Not accepted.	
4.	Experience Details attached in format as Appendix I.	Yes/No.	
5.	Bid bond/EMD submitted as per requirement.	Yes/No.	
6.	Bidder must submit audited financial statement duly certified by Chartered Accountant /annual report of their company for the last two financial years.	Yes/No.	
7.	Bid documents are duly signed on each page by authorized signatory and numbered.	Accepted/Not accepted.	
8.	Bidder has Experience as per Clause 6.0 of tender document	Accepted/Not accepted.	
9.	Bidder should have a dedicated project office set up with Project management and dedicated and experienced support staff in Mumbai, for executing the contract, or submit an undertaking for setting up of the same in case of being awarded the contract.	Accepted/Not accepted.	
10.	Bidder is required to accept in toto the relevant clauses of Breakdown/downtime/ penalties as per Annexure II.	Accepted/Not accepted.	
11.	Bidder should have minimum average annual turnover of Indian Rupees 2.65 Crores during last two financial years.	Yes/No.	
12.	Bidder is required to submit a bid bond/EMD, as per format enclosed at Appendix IV valid for 45 days beyond bid validity	Accepted/Not accepted.	

	period, for Indian Rupees 18 lakhs only (Indian Rupees Eighteen lakhs only) to protect SCI against the risk of Bidder's conduct which would warrant the bid bond security's forfeiture.		
13.	The successful bidder will be required to submit a Performance bank guarantee (PBG), as per format enclosed at Annexure V, in favour of SCI towards performance of the contract for an amount of 5 % of contract value within 15 days of receipt of award of contract by the successful bidder. The PBG should be valid for a period upto 120days after the expiry of the contract.	Accepted/Not accepted.	
14.	The day rates submitted by the bidder should be firm for the entire duration of the contract and any extensions thereof. No interim increase/escalation in day rates will be allowed during the duration of contract.	Accepted/Not accepted.	
15.	The bidders are required to quote prices in the item tab of the e-bidding portal for all the listed items	Accepted/Not accepted.	
16.	The successful Bidder, if new, should mobilize the key personnel of his geotechnical team/key equipments, as required, latest by 3 days prior to start of the contract, to get accustomed to the vessel & equipments, and balance Geotechnical team/equipments should be mobilized by the date of start of contract, as per Annexure III-A,B,C. The key categories of Geotechnical personnel and equipment required to be mobilized 3 days prior will be intimated to the successful bidder in Notification of Award of contract. In case the existing subcontractor himself will be successful bidder then there is no requirement for prior mobilization. The bidder will be informed in advance for mobilization.	Accepted/Not accepted.	
17.	All bidders are required to quote in Indian Rupees only. Bids will be evaluated in Indian Rupees.	Accepted/Not accepted.	
18	No Mob and Demob charges shall be paid by SCI to the successful bidder.	Accepted/Not accepted.	
19	Personnel details and CV attached	Attached /Not attached	
20	Integrity Pact is duly signed by authorized signatory	Yes/No	
21	Banning Guidelines is duly signed by authorized signatory	Yes/No	
22	Company has been barred by Government of India, its agencies, SCI, ONGC at anytime	Yes/no	
23	The Company is currently barred by Government of India, its agencies, ONGC, SCI	Yes/no	
24	Is GST applicable	Yes/no	
24a	If yes please indicate the % of GST		
24b	If No give the reasons for the same		

25	The following documents will be sent within 5 days of the technical bid opening failing which the tender will not be processed Power of Attorney given to the concerned officer for signing of the tender documents Original Bid Bond/EMD in Bank Guarantee format or in Demand Draft Bank Guarantee towards Performance Security by the Supporting Company /Ultimate Controlling Company (as the case may be) of the bidding company.(if applicable) Duly filled Appendix VII : Agreement between Bidder and The Support Company and Ultimate Holding Company(if applicable) Appendix VIII :Duly Signed Integrity Pact Appendix IX : Duly Signed Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)		
26	Is the bidder classified as MSME? If yes the relevant supporting documents for the same.	Yes/No	
27	Bidder to confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' "	Yes/No	
27a	Bidder to submit undertaking as per this guidelines	Yes/No	
28a	Bidder to confirm if they are meeting the local content norms for Class I Local Suppliers.	Yes/No	
28b	Bidder to confirm if they have indicated the percentage of local content and provided self-certification that the items/services offered meet the local content required as per the tender..	Yes/No	
28c	Bidder to confirm if details of the locations(s) at which the local Value addition is made are provide	Yes/No	
28d	In cases of procurement for contract value in excess of Rs 10.crores, the bidder to confirm if they have submitted a certificate from the statutory auditor or cost auditor of the company(in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.	Yes/No	

Signature of Authorised signatory

Seal of the Company



PROFORMA BANK GUARANTEE FOR EMD

On a non-judicial 500 Rupee stamp paper

Draft - Bank Guarantee in lieu of Earnest Money Deposit for the tender.

To,

Sir,

WHEREAS _____ a company within the meaning of the Companies Act, 2013 a Partnership/Proprietor firm having its registered office/principal place of business/ place of business at _____ (hereinafter called “the tenderer”) have been called upon to furnish Bank Guarantee.

AND WHEREAS we _____ Bank have, at the request of the tenderer, agreed to give you this guarantee as herein contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. six months from the date of submission of tender along with this guarantee or any extension thereof and if the tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of ` _____ on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the tenderer.
- (c) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.
- (d) That the expressions “the tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- (e) Capitalised terms used herein and not defined shall carry the meaning ascribed to these in the Tender.
- (f) Notwithstanding any other provision in this Guarantee, our maximum liability under this Guarantee, inclusive of any interest shall in no event exceed in aggregate the sum of (amt.).



- (g) This Guarantee will expire on _____ and notwithstanding any other provision in this Guarantee we shall not be liable to you unless a valid claim is received by us at our counters in writing on or before the expiry date aforementioned.
- (h) Any claim made under this Guarantee must be received by us in writing in this office on or before _____, after which date this Guarantee shall automatically null and void.
- (i) No claim will be entertained after the date of _____.
- (j) This Guarantee shall be governed by and construed in all respects in accordance with the laws of _____.
- (k) This Guarantee must be returned to us upon its expiry or upon fulfillment of its undertaking, whichever is earlier. However, it shall be null and void after the aforementioned expiry date, whether returned to us or not.

Yours faithfully,



Draft of Performance Bank Guarantee

Ref. No. Bank Guarantee No. _____ Dated: _____

THIS DEED OF GUARNATEE made on the _____ day of 20__ BY _____ (hereinafter called "the Bank") of the ONE PART, in favour of The Shipping Corporation of India Ltd. Shipping House, 245 Madame Cama Road, Mumbai 400 021, India (hereinafter called "the Contractor") of the OTHERPART;

WHEREAS by an Agreement No. _____ dated ____ made between _____ carrying on business in partnership/joint venture company etc. under the firm/co.name of _____ at _____ (hereinafter called "the Subcontractor") and the said The Shipping Corporation of India Limited ("the Contractor"), the Subcontractor has undertaken execution of all work contained in the agreement herein before referred (herein after called "the said contract");

AND WHEREAS in accordance with clause _____ of the said contract the Subcontractor is desirous of furnishing a Bank Guarantee in the sum of Rs. _____ towards performance of the contract valid upto 120 days beyond the date of completion of the contract.

AND WHEREAS The Shipping Corporation of India Limited had agreed to accept a guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand from The Shipping Corporation of India Limited and without demur pay to The Shipping Corporation of India Limited the aforesaid sum of Rs. _____ .

AND WHEREAS at the request of the Subcontractor the Bank has agreed to give its guarantee as hereinafter contained; NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The Shipping Corporation of India Limited on demand and without protest the sum of Rs. _____ .
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the sum under clause 1 above without demur and without requiring The Shipping Corporation of India Limited to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that The Shipping Corporation of India Limited be the sole judge of and as to whether the Subcontractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be cause to or suffered by The Shipping Corporation of India Limited from time to time and its demand in that regard shall be final and binding on the Bank AND SECONDLY that the right of The Shipping Corporation of India Limited to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Subcontractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to The Shipping Corporation of India Limited on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to

challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Subcontractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and remain valid till 120 days after the completion of all works under the said contract, which according to the terms of the said contract, should be 120 days from the probable date of completion viz., the day _____ of ____ . If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Subcontractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to The Shipping Corporation of India Limited the said sum of Rs. _____ or such lesser sum The Shipping Corporation of India Limited may demand.

4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Subcontractor.

5. The Shipping Corporation of India Limited and the Subcontractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to The Shipping Corporation of India Limited under this Deed of Guarantee.

6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and the Guarantee shall remain in force till the _____ day of 20__ unless claim or demand under this Guarantee is presented to the Bank within six months from the date of completion of the _____ and there to the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF

(Signature)

Full name, designation and official address (in legible letters) with Bank

Witness No.1 (Signature)

Full name and official address

stamp (In legible letters)

Witness No. 2

(Signature)

Full name and official address

stamp (In legible letters)



**Proforma of Bank Guarantee towards Performance Security by the Supporting Company /
Ultimate Controlling Company (as the case may be) of the bidding company.**

PERFORMANCE GUARANTEE

Ref. No. _____

Bank Guarantee No _____ Dated _____

To,

The Shipping Corporation of India ltd.

India

Dear Sirs,

1. In consideration of The Shipping Corporation of India ltd, incorporated under the Companies Act, 1956, having its Registered Office at Shipping House,243 Madame Cama Road, Mumbai 400021,India Corporate Identity Number L63030MH1950GOI008033 (hereinafter referred to as „SCI', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. dated (hereinafter called 'the SUB-CONTRACT' which expression shall include all the amendments thereto) with M/shaving its registered/head office at _____

Corporate Identity Number _____ (hereinafter referred to as the 'SUB-SUB-CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees).

Further,M/s _____ (Name of the Supporting company) having its registered/head office at Corporate Identity Number based on whose experience/technical strength, the SUB-SUB-CONTRACTOR has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUB-SUB-CONTRACTOR for successful completion of the contract as mentioned above, entered between SCI and the SUB-SUB-CONTRACTOR and SCI



having agreed that the 'SUPPORTING COMPANY' shall furnish to SCI a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the SUB-SUB-CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by SCI on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by SCI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that SCI 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that SCI may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that SCI shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUB-SUB-CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in SCI against the said SUB-SUB- CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUB-SUB-CONTRACTOR(s) or for any forbearance, act or omission on the part of SCI or any indulgence by SCI to the said SUB-SUB-CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of SCI under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till SCI discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of SCI or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures)_____ (Indian Rupees/US Dollars (in words)_____)and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of SCI under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of SCI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this

..... day of20at

(Signature)

Full name, designation
and address (in legible
letters) with Bank
stamp

Attorney as per power of Attorney No.....

Dated

WITNESS NO. 1

(Signature)

Full name and official
address (in legible letters)

WITNESS NO. 2

(Signature)

Full name and official
address (in legible letters)

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SUPPORTING COMPANY AND THE ULTIMATE CONTROLLING COMPANY(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this _____ day of _____ month _____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ Corporate Identity Number hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Supporting Company of the Bidder) Corporate Identity Number hereinafter referred to as "Supporting Company" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Controlling Company of both the companies viz. bidder and the supporting company) hereinafter referred to as "Ultimate Controlling Company" of the third part.

WHEREAS

M/s. The Shipping Corporation of India Ltd having Corporate Identity Number L63030MH1950GOI008033 (hereinafter referred to as SCI) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Supporting Company) and _____ Supporting Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to SCI for the full scope of work as envisaged in the tender document.

2. M/s. _____ (Supporting Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to SCI including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by SCI to the bidder.

4. Supporting Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by SCI, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to SCI and duly perform the obligations of the Bidder/SUB- CONTRACTOR to the satisfaction of SCI.

5. The Ultimate Controlling Company also confirms and undertakes that the commitment made by the supporting company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Controlling Company also takes full responsibility in getting the contract executed through the supporting company in case the Bidder/SUB-CONTRACTOR is unable to execute the contract.

7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf
of (Bidder)
Witness

- 1)
- 2)

For and on behalf of
(supporting
company) Witness

- 1)
- 2)

For and on behalf
of (Ultimate
Controlling
Company)
Witness

- 1)
- 2)



INTEGRITY PACT DOCUMENT AS APPROVED BY SCI

INTEGRITY PACT

Between

The Shipping Corporation of India Limited (SCI)
hereinafter referred to as “The Principal”,

and

_____ hereinafter referred to as “The Bidder/Contractor”.

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization “Transparency International” (TI). The Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

1. The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.

- a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.
 - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in—the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. **Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at Page Nos. 6 to 13.**

SECTION 4 – COMPENSATION FOR DAMAGES

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and / or Performance Bank Guarantee.
3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

SECTION 5 – PREVIOUS TRANSGRESSION

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS

1. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDERS / CONTRACTORS

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

SECTION 8 – EXTERNAL INDEPENDENT MONITOR/ MONITORS

1. The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.
3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word “Monitor” would include both singular and plural.

SECTION 9 – PACT DURATION

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

SECTION 10 – OTHER PROVISIONS

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....
 For the Principal
 (Official Seal)

.....
 For the Bidder / Contractor
 (Official Seal)

Place:

Witness 1:
 (Signature and Name & Address)

Date:

Witness 2:
 (Signature and Name & Address)

BANNING GUIDELINES DOCUMENT

THE SHIPPING CORPORATION OF INDIA LTD.

Policy and Guidelines for Removal / Suspension / Banning of Entities

1. INTRODUCTION

The Shipping Corporation of India Ltd. (SCI), a premier commercial organisation, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct or repeated poor performance on the part of bidders/vendors/contractors/agents. SCI in all its business dealings endeavors to maintain competency, fairness, transparency, and it is expected that the other party to the deal will also uphold similar code of conduct.

This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and repeated poor performance and their recurrence from the system.

Since banning of business dealings involves civil consequences for an Entity concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. Accordingly, during the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable to any inadvertent or unintentional lapse on part of the party.

The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct (including repeated poor performance) in the tendering process or in the execution of contracts awarded / orders issued to them.

2. SCOPE

2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.

2.2 The guiding principles and processes for

(i) Removal of an Entity from the list of approved suppliers / contractors

(ii) Suspension and

(iii) Banning of an Entity from doing business with the Corporation, for a specified period, are laid down herein.

2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.

2.4 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3. DEFINITIONS

In these Guidelines, unless the context otherwise requires:-

- (i) The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor /Agent/ Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- (ii) 'Inter-connected Entity' shall mean two or more companies having any of the following features:
 - (a) If any or all of the Partner(s) / Functional Director(s) are common,
 - (b) If the Management is common,
 - (c) If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- (iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - (a) For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions. The Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

- (b) In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.
- (c) For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at **Clause 3 iii (a)** and **Clause 3 iii (b)** above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

- (iv) 'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".
- (v) List of 'Approved Entities' – shall mean and include list of approved Parties /Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents', if registered / contracted with SCI.

4. **GROUNDS FOR INITIATION OF BANNING BUSINESS DEALINGS**

- 4.1 If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.

- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair /unethical practices, formation of cartel with other entities with a view to artificially hike the prices
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning may also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual obligations.
- 4.10 Established litigant nature of the Entity to derive undue benefit.
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents-which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 Failed to honor the bid without sufficient grounds.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

5. **INITIATION OF BANNING / SUSPENSION**



The Contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under **Clause 4**) will initiate the banning process by forming a Investigating Committee comprising of Representatives from concerned User Division, Contracting Division and Finance Division. The User / Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority and the appellate Authority would be as defined in **Clause 3.0 (iii)** as above.

6. **SUSPENSION OF BUSINESS DEALINGS DURING INVESTIGATION PERIOD**

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favor of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.
- 6.9 Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the "Entity".

7. **BANNING OF BUSINESS DEALINGS**



- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / Branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings” as referred in **Clause 5** above. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per **Clause 8.1**.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.

8. **SHOW-CAUSE NOTICE**

- 8.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- 8.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under **Clause 4**).
- 8.3 If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.
- 8.4 The Competent Authority may consider and pass an appropriate order:
- (i) For exonerating the Entity if the charges are not established or
 - (ii) For removing the Entity from the list of approved Suppliers / Contractors, etc. or
 - (iii) For banning business dealings with the Entity.
- 8.5 The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.

9. **REMOVAL FROM LIST OF APPROVED ENTITIES - SUPPLIERS/ CONTRACTORS, ETC.**

- 9.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban for a period of one (1) year or for the balance period of the contract whichever is longer.
- 9.2 The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.

10. **APPEALS AGAINST THE DECISION OF THE COMPETENT AUTHORITY**

10.1 No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry's advice.

10.2 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be made within one month from the date of receipt of the order banning business dealing, etc.

10.3 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

10.4 **Duration of Banning**

Ordinarily the period for which an Agency is banned should not be less than six months and should not exceed 2 years. However, in extraordinary circumstances the period can be more than 2 years.

11. **REVIEW OF THE DECISION BY THE COMPETENT AUTHORITY**

Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Investigating Committee for examination and recommendation.

12. **CIRCULATION OF THE NAMES OF ENTITIES WITH WHOM BUSINESS DEALINGS HAVE BEEN BANNED**

12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.

12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.

12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.

12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13. **EFFECT OF BANNING AND SUSPENSION OF AN ENTITY**

13.1 The entity after issue of order of banning /suspension shall be debarred from participating in any of the tenders of SCI during the banning/suspension period and the same shall also be hosted on SCI website.



13.2 If the entity has already participated in the tender and price bids are not opened, the technical bids of such entity will be rejected. If the price bid of the tender is already opened and happened to be L1, the tender has to be cancelled and re-tender has to be issued. If the entity is not L1, the tender can be processed further.

13.3 Banning does not preclude a claim for damages for non-performance.

13.4 Banning does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.

14. **REVOCATION**

Suspension/ Removal of an entity shall be deemed to have been automatically revoked on the expiry of Suspension/ Removal period and it will not be necessary to issue a specific formal order of revocation. However, in case of Banned entities, the same shall continue to remain in force unless it is specifically revoked based on the firm's representation with the approval of the Competent Authority who has earlier accorded approval for banning.

14.1 In banning cases, where the proprietor of the entity, its employee, partner or representative is convicted by a court of law for offences involving moral turpitude in relation to business dealings, may be revoked if in respect of the same facts, accused has been wholly exonerated by court of Law.

14.2 A banning / suspension order may, on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.

These guidelines shall be applicable for and be part of the Tender document.



“Guidelines for Eligibility of a „Bidder“ from a Country which shares a land border with India”

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”(includingtheterm,,tenderer“,,,consultant“or,,serviceprovider“incertaincontexts)means anypersonorfirmor 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. “BidderfromacountrywhichsharesalandborderwithIndia”forthepurposeofthisOrder 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 of the above.

IV. The beneficial owner for the purpose of (III) above will be asunder:

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.

+Explanation -

a)“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share 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 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder 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.

UNDERTAKING

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Place:

Signature of the Bidder

Date: with rubber stamp of the Company



PART – I

SECTION – V

E- Tender for appointment of Geotechnical Subcontractor for provision of Geotechnical personnel/ services/equipment maintenance onboard ONGC's Geotechnical Vessel (GTV) SAMUDRA SARVEKSHAK.

DRAFT/MODEL CONTRACT FOR GTV SAMUDRA SARVEKSHAK

ANNEXURE I	General Terms and Conditions of Contract	Page: 56 to 70
ANNEXURE II	Special Conditions of Contract	Page: 71 to 76
ANNEXURE III	Technical Specifications & Scope of work, Crew Complement	Page: 77 to 90
ANNEXURE III- A,B,C	Callout Geotech personnel, regular Crew, experts on call out and equipments	Page: 91 to 91
ANNEXURE IV	Instructions to fill the price bid	Page: 92 to 92



GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 Following General terms and conditions are applicable to this contract entered with the Sub-contractor for ONGC owned & SCI managed GTV SAMUDRA SARVEKSHAK, as brought out at ANNEXURE I and Special Conditions of Contract as per ANNEXURE II.

2.0 DEFINITIONS

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this Contract shall have the meaning as defined hereunder.

2.1 CONTRACT/AGREEMENT:

Shall mean a written Contract signed between Contractor and the Sub-Contractor including subsequent amendments to the Contract in writing thereto.

2.2 OWNER/ONGC

Shall mean Oil & Natural Gas Corporation Ltd., India and shall include its legal representatives, successors and permitted assignees

2.3 OWNER'S REPRESENTATIVES / VESSEL IN-CHARGE

Owner's Representative : Wherever applicable, the Owner shall designate and maintain on the vessel an individual as its authorized representative(s) for the purpose of overseeing the operation of this Contract.

Vessel in-charge : Wherever applicable, the Owner shall designate and maintain ashore an individual as its authorized representative(s) for the purpose of overseeing the operation of this Contract.

2.4 Contractor/SCI

Shall mean The Shipping Corporation of India Ltd., India and shall include its legal representatives, successors and permitted assignees.

2.5 CONTRACTOR'S REPRESENTATIVE.

The Contractor shall designate and maintain on the vessel an individual as its authorized representative for the purpose of the operation of this Contract. The Contractor reserves the right to change this representative after notifying the Owner. The representative shall be from among the team on board or at office.

2.6 SUBCONTRACTOR

The Subcontractor means M/s., and shall include its legal representatives, successors and permitted assignees.

2.7 SUB-CONTRACTOR'S REPRESENTATIVE.

The Sub-Contractor shall designate and maintain on the vessel an individual as its authorized representative for the purpose of the operation of this Contract. The Sub-Contractor reserves the right to change this representative after notifying the Contractor/Owner. The representative shall be from among the team on board or at office.

2.8 "Work" means the scope of work to be performed by Sub-Contractor under this agreement.

2.9 "Day" means a calendar day of twenty four (24) consecutive hours beginning at 0001 hours (midnight) and ending at 2400 hours (midnight following) as referred to the local time at the site.

2.10 "Third Party" means any group, Company, person or persons who may be engaged in activity associated with the work specified but who shall remain at arm's length from the work and who shall not have a direct responsibility or authority under the terms of this contract.

2.11 "Approval" as it relates to Owner's/Contractor's written approval.

2.12 "Facility" means all property of the Owner, which is or will be a part of the Owner.

2.13 "Contract Price" means the sum named in the substantive article in the contract subject to any additions thereto or deductions there from which may be made under the provision of the contract.

2.14 "Site" means the lands/water and other places on, under or through which the operations are to be carried out under this contract.

2.15 "Operation" means rendering the different types of services on Geotechnical Vessel as specified in the scope of work. The vessel may be required to carry out salvage operation, as may be required.

2.16 Breakdown / Downtime/Penalties
This will be governed as per Special Conditions of Contract (SCC) placed at Annexure II.

2.17 "Vessel" means Geotechnical Vessel SAMUDRA SARVEKSHAK which is wholly owned by the Owner and managed by the Contractor (SCI).

2.18 Mobilization

Mobilization means bringing the complete Geotechnical personnel/Crew on board vessel to operate and maintain the vessel.

2.19 GST LEGISLATIONS:

"GST legislations" means any or all of the following legislations as may be applicable to the Bidder and SCI/ONGC:

- i. the Central Goods & Services Tax Act,2017;
- ii. the Integrated Goods & Services Act,2017;
- iii. the Union Territory Goods & Services Tax Act,2017;
- iv. the respective State Goods & Service Tax Acts"
- v. the Goods and Services (Compensation to States) Act,2017
- vi. the Customs Act and the Customs Tariff Act.

3.0 SCOPE OFWORK

3.1 DUTIES EXPECTED FROM THE VESSEL As per Annexure III.

3.2 SUPPLIES AND SERVICES TO BE PROVIDED BY THE OWNER AT ITS COST
As per Annexure II.

3.3 CREW COMPOSITION AND EXPERIENCE As per Annexure III.

3.4 CREW CHANGE As per Annexure II.

4.0 NOTICES AND ADDRESSES As per Annexure II.

5.0 DURATION OF THE CONTRACT As per Annexure II.

6.0 MEETINGS

As per Annexure II.

7.0 REPORTS

As per Annexure II.

8.0 REMUNERATION AND TERMS OF PAYMENT

8.1 The Sub-Contractor shall prepare daily reports in triplicate of the number of categories of Sub-contractor personnel as per the approved regular/call out crew, equipment on hire and for the quantities of consumables and spares delivered against authorization of Contractor's/Owner's representative and submit them for approval to the Contractor's/Owner's Representative/Owner's Vessel in-charge who shall sign the said report indicating approval (which shall not be unreasonably withheld) or shall state the reasons for non-approval and return two copies to the Sub-contractor within 10 days of submission.

8.2 Once approval is given by the Contractor/Owner representative/Vessel in-charge, the sub-contractor shall submit the manning invoices to the Contractor. The Contractor shall pay the Sub-contractor under the terms and conditions contained in this contract, the applicable day rates mentioned in Annexure III Appendix A for regular and call out personnel. All payments due according to the contract arising from such approval shall be paid by the Contractor within 45 days from the date of receipt of invoices from the Subcontractor.

8.3 In the event of dispute in a portion of any invoice, Contractor shall make payment of undisputed portion to the sub-contractor within 45 days from receipt of invoices from the Subcontractor and shall inform the sub-contractor for the remaining portion in order to mutually resolve the dispute and if resolved in part or in full, payment shall be made to the sub-contractor within 30 working days.

8.4 Personnel Rates

As agreed between SCI and contractor

8.5 SPECIFIC SERVICE: Any other specialized equipment and services provided shall be reimbursed at mutually agreed rates, terms and conditions. OWNER/Contractor shall reimburse custom duty net of duty drawback subject to re-export of the equipment within 30 days after arrival at Nhava from vessel.

8.6 Normally the regular crew strength will be required during the period of the contract. However, Owner may, at any time, at its discretion, request a reduction in the crew without jeopardizing the safety of the vessel. Demobilization will be done by giving 6 days notice. Productivity level will be mutually decided on such reduction.

8.7 Sub-Contractor personnel / Equipment may be transferred to other installation / vessel at Owner's/Contractor's discretion. Such transfer if needed shall be mutually discussed and agreed upon, to avoid safety / insurance related problem.

8.8 Notwithstanding anything contained herein to the contrary, Sub-Contractor agrees that the laws regarding employment and welfare of its personnel be complied by him without any liability whatsoever to Contractor/Owner.

8.9 Owner/Contractor will have the full right for good cause to ask the removal of any of Sub-contractor personnel either for incompetency, unreliability or misbehaviors, etc. while onboard the vessel. The Sub-contractor will replace such personnel at their expenses. The Sub-contractor will be allowed a maximum of 6 working days to replace such persons by

competent persons at their cost. In case Sub- contractor fails to replace such personnel as requested by the Owner/Contractor within stipulated 6 working days, then no payment will be made in respect of these personnel from the day of request of removal. Any shortage of personnel will be governed by clause 8.10.

8.10 In case of any penalty imposed by Owner on the Contractor on account of shortage of Geotechnical personnel at any stage of the contract will be passed on to Geotechnical Subcontractor along with 11.5% additional penalty, provided vessel performance/ operational capability is not affected by such shortage else provision of Clause 25.0 of contract will apply. For shortage of geotechnical manpower the penalty/breakdown shall be recovered separately from the Subcontractor. All Penalties levied during this contract towards Geotechnical personnel, technical or any other shortcomings on Geotechnical part shall be as per terms and conditions specified in the Main Contract signed between the Contractor (SCI) and the Owner (ONGC) and would be applied on a back to back basis. The same would be recovered from the Subcontractor separately along with 11.5% additional penalty. Subcontractor would make the payment of penalty to Contractor (SCI) by bank transfer/demand draft or by deducting the penalty amount from one of the invoices of the Sub-Contractor.

The penalty or corresponding deduction in case of loss of operational capability due to such shortage may be waived by Owner/Contractor on merit of each case under following situations:

- a) Non availability of transport from base to offshore
- b) Medical evacuation of person(s) from the vessel.
- c) Sudden evacuation of person (s) from the vessel under instructions of Owner.
- d) Any other reason to the satisfaction of Owner/Contractor. The shortage on account of above reason shall be made up by the Sub-Contractor by duly qualified and approved replacement within a period of 6 working days, beyond which the penalty as mentioned above at Clause 8.10 or corresponding deduction as per Clause 25.0 of contract in case of loss of operational capability would apply.

9.0 TAXES

9.1 A Subject to production of requisite documents such as copy of challan and/or certificate as may be required to the satisfaction of Contractor, the Contractor shall reimburse all actual costs including applicable taxes/levies/duties (Including Goods and Service Tax(GST), if applicable), including Custom duty element of operational consumables, spares, which may be incurred or become payable by the Sub-contractor for undertaking the O&M of the Owner's Vessel.

9.1.B SUB-CONTRACTOR, unless specified otherwise in the SUB-CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the SUB- CONTRACTOR on account of payments received by it from the CONTRACTOR for the work done under this CONTRACT. It shall be the responsibility of the SUB-CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

SUB-CONTRACTOR shall provide all the necessary compliances/ invoice / documents for enabling SCI to avail Input tax credit benefits in respect of the payments of GST which are payable against the SUB-CONTRACTOR. The SUB-CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by SCI-ONGC only against appropriate documents ie: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider(SUB-CONTRACTOR)
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of SCI)
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- (iv) In case of imported goods, Contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority.
- (v) The Contractor should mention the Place of supply in the invoice raised under GST Law.
- (vi) SCI would not accept any invoice without its GSTIN mentioned on the invoice

Note: Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as SCI.

9.2 CORPORATETAXES

The Sub-Contractor shall bear all Corporate Taxes, levied or imposed on the Sub-Contractor on account of payments received by it from the Contractor for work done under this Contract. It shall be the responsibility of the Sub-Contractor to submit to the concerned Indian Income tax Authorities, the returns and all other connected documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. Should the Sub-Contractor fail to provide such information and/or returns to the tax authority in India, in time and consequently any penalties, interest and/or other levies are imposed on the Sub-Contractor/Contractor/Owner, such amounts shall be payable by Sub-Contractor.

9.3 PERSONNELTAXES

The Sub-Contractor shall bear all Personnel Taxes in India including taxes levied or imposed on its personnel, any third party and their personnel etc. on account of payment received under this Contract. It shall be the responsibility of the Sub-Contractor to submit to the concerned Indian tax authorities the returns and all other connected documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. Sub-Contractor agrees to protect and hold Contractor/Owner harmless from any taxes levied, imposed or assessed on sub- contractor and/or its third party's and their personnel.

9.4 The Sub-Contractor shall also provide the Contractor/Owner such information as it may require in regard to the Sub-Contractor's income and expenditure under this Contract for this purpose. Should the Sub- Contractor fails to provide such information to the Contractor/Owner or the tax department in time and consequently any penalties interest and/or other levies are made either on the Sub-Contractor, Contractor or on Owner, such amounts shall be payable by Sub-Contractor.

9.5 If it is so required by the applicable laws in force at the time of the payment, the Contractor shall withhold from the amount due to the Sub-contractor and pay to the Indian Tax authorities any tax levied or assessed on account of the Sub-Contractor's operations pursuant to this contract.

9.6 For clarity and not for limiting the generality of the foregoing, it is agreed that the Sub-Contractor shall pay (and the Sub-Contractor's compensation provided for hereunder includes allowance) for any and all liabilities or claims for taxes, which may be assessed or levied by tax authority, (including any political subdivision claiming jurisdiction over this contract) against the Sub-Contractor on account of or resulting from the Sub- Contractor's operations, pursuant to this contract, including but not limited to all

income, excess profit, or other taxes on Sub-contractor's earnings all taxes assessed or levied against or on account of salaries or other benefits paid to the Sub-Contractor's employees, all taxes assessed or levied against on account of any property or equipment (including materials and consumable supplies) of the Sub-Contractor including custom duties and import and re-export taxes, all taxes assessed/levied against or on account of the value of the services performed by Sub-contractor under this contract.

10.0 MAINTENANCE

The Sub-Contractor shall be responsible for the day to day maintenance of all plants, machinery and equipment relating to the Sub-contractor's work on the vessel and to prevent any breakdowns affecting operation and work assigned from time to time. In the event of a breakdown the Sub-Contractor shall promptly and in a professional manner carry out the necessary repairs and replacement of parts to make such plant, machinery and equipment operational again. Breakdown / Downtime shall be governed by Clause 25.0.

11.0 PERFORMANCEBOND

The Sub-Contractor shall furnish to the Contractor a Performance Bank Guarantee for INR only (calculated @ 5% of the estimated Geotechnical contract value) as per proforma provided by Contractor, in favour of the Contractor, and shall be valid for 120 days beyond the expiry of the contract period towards compliance of performance of the Sub-Contractor's obligations and responsibilities as detailed in the contract.

In the event, the Sub-Contractor fails to honour any of the commitment entered into under this agreement and or in respect of any amount due from the Sub-Contractor to the Contractor, the Contractor shall have unconditional option under the Performance Bank guarantee to invoke the guarantee and claim the amount from the Sub-Contractor. The Sub-Contractor shall be obliged to pay the amount to the Contractor on demand.

12.0 ARBITRATION

During currency of the contract the following arbitration clause would be applicable.

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/nominated by SCI.

The venue of the said Arbitration shall be at Mumbai. The language of Arbitration shall be English

And the provision of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

13.0 LIABILITY OF GOVT. OF INDIA – NOTAPPLICABLE

14.0 INSURANCE

The Subcontractor shall at its own expense carry Workmen's Compensation Insurance as required and Employer Liability Insurance from an approved insurance company, for all categories of personnel which may be deployed by Subcontractor for the performance of Geotechnical services work scope onboard the above referred MSV. Subcontractor shall obtain from its underwriters of such insurance, waiver of subrogation in favour of Owner and the

Contractor. Upon request by the Contractor, the Subcontractor will furnish a copy of the insurance policy, evidencing that coverage as required has been obtained

15.0 INDEMNITY AGREEMENT:

15.1 INDEMNITY BY SUB-CONTRACTOR:

SUB-CONTRACTOR shall indemnify and keep indemnified CONTRACTOR and OWNER, its sub-contractors (other than the SUB-CONTRACTOR) and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith including but not limited to :

- a) personal injury, illness or death of:
 - i) any of Sub-Contractor's personnel (even if caused by or contributed to by the negligence or fault of Contractor/Owner); and
 - ii) subject to clause 15.2 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or its subcontractor's personnel, and
- b) loss or damage to:
 - i) any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractor or subcontractor's personnel including Constructional Plant (even if caused by, or contributed to by the negligence or fault of OWNER/Contractor); or
 - ii) subject to clause 15.2 (b) (i) any other property to the extent the loss or damage is caused by the negligence or fault of the Sub-Contractor or Sub-Contractor's personnel.

15.2 INDEMNITY BY CONTRACTOR

CONTRACTOR shall indemnify and keep indemnified SUB-CONTRACTOR (which expression in this clause includes, unless the context otherwise requires, Subcontractors of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of :

- a) personal injury, illness or death of:
 - i) any employee of the CONTRACTOR/OWNER (even if caused by or contributed to by the negligence or fault of "SUBCONTRACTOR");
 - ii) subject to clause 15.1 (a) (i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of SUBCONTRACTOR or SUBCONTRACTOR's personnel or CONTRACTOR's personnel ; and
- b) any loss or damage to:
 - i) any property owned, hired or supplied by SUBCONTRACTOR or SUBCONTRACTOR's personnel or CONTRACTOR/OWNER or CONTRACTOR's/OWNER's personnel including Constructional Plant (even if caused by or contributed to by the negligence or fault of SUBCONTRACTOR); except to the extent that such property is in the care or custody of SUBCONTRACTOR in connection with the work under the Contract.
 - ii) Subject to clause 15.1 (b) (i) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of CONTRACTOR/OWNER or CONTRACTOR's/OWNER's personnel.

16.0 The consumption of Alcohol, drugs and personal photography are strictly prohibited onboard vessels and platform. Any breach of this requirement will be viewed seriously as

breach of discipline. Sub-Contractor shall replace any of his employees who violate the provision of this clause.

17.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian courts at Mumbai.

18.0 PERFORMANCE OF THE WORK (RATE OF PROGRESS)

Sub-Contractor shall submit daily progress report about various aspects of vessel management as per the scope of work. The periodicity of such reports may be changed by the Owner/Contractor at its option. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Owner's/Contractor's representative, to ensure the completion of the operations by the prescribed time or extended time for completion, the Owner's/Contractor's Representative may so notify the Sub-contractor in writing. The Sub-Contractor shall reply to the written notice giving details of the measures he proposes to take to expedite operations in time. If no satisfactory reply to Owner's/Contractor's representative's notice is received within a period of seven days, the Contractor/Owner shall be free to take any action deemed fit under the terms of the contract including application of down time provision or termination of the contract.

19.0 NON-WAIVER

Any failure by either party at any time, or from time to time to enforce or require the strict keeping and performance of any of the terms and conditions of this contract, or to exercise a right hereunder, shall not constitute a waiver of such items, conditions, or rights and shall not affect or impair the same, of the right of such party at any time to avail itself of same at any subsequent time during the course of the contract.

20.0 SECRECY

Sub-Contractor shall during the tenure of the contract and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless, so authorized in writing by Contractor/Owner divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Sub-Contractor or its personnel or authorized subcontractors or agents. Sub-Contractor shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall Sub-Contractor divulge any information about the location of the work area or part thereof. Sub-Contractor shall also destroy any report, note and technical data relating to the operation work and not required by Contractor/Owner.

20.1 Contractor/Owner and its employees shall be bound by a similar obligation concerning that they might learn about techniques from the Sub-Contractor.

20.2 The obligation is continuing one and shall survive after the completion / termination of this agreement/contract.

21.0 SAFETY AND LABOUR LAWS:-

21.1 Subcontractor shall comply at its own cost with the provision of all applicable laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Owner/Contractor shall be applicable in the performance of this Contract and Subcontractor shall abide by these laws.

21.2 Subcontractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe safety rules and regulations of Owner (including code of practice for Diving operation, wherever applicable). No smoking or open flames shall be permitted on Vessel and nearby except in areas marked by Contractor and approved by Owner. The welding jobs shall be carried out with full safety precautions. The diving guidelines shall be provided to the Subcontractor, wherever applicable. Owner's/Contractor's employees shall also comply with safety procedures/policies as per SMS manual. Personnel will obey to lawful command of the vessel and participate in all safety drills.

21.3 The Subcontractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and to immediately take the emergency control steps to avoid any abnormal situations.

21.4 Persons to be deputed for carrying out jobs at offshore under Contract and deployed in Offshore should possess medical fitness certificate from DG approved medical practitioners and possess certificates as per STCW 2010 or amendment thereof as stipulated for each category viz. Offshore Survival, PST/PSCRB, PSSR, First Aid and Safety and basic Fire Fighting Training Certificate, etc. All personnel must also possess valid HEUT certificate from ONCG approved training institute. Persons without above training will not be allowed to go to offshore under Contract. All Contract persons must keep a valid certificate along with them while onboard the vessel.

22.0 GOVERNING LANGUAGE

All documents produced by the Sub-Contractor and the Contractor/Owner in the performance of this contract, as well as all written communications between the Contractor/Owner and the Sub-Contractor are to be written in the English Language which is hereby designated as the Governing language of the contract.

23.0 TERMINATION

23.1 Termination on expiry of the CONTRACT

This Agreement/Contract shall be deemed to have been automatically terminated on the expiry of this CONTRACT between Contractor and the Subcontractor or expiry of MAIN CONTRACT between Owner and Contractor, whichever is earlier, unless the OWNER has exercised its option to extend the main CONTRACT in accordance with the provisions, if any, of the MAIN CONTRACT, and in turn if the Contractor extends this CONTRACT with the Subcontractor.

23.2 Termination on account of insolvency

In the event the SUB-CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the CONTRACTOR shall, by a notice in Writing have the right to terminate this CONTRACT and all the Sub- Contractor's rights and privileges hereunder, shall stand terminated forthwith.

23.3 Termination for unsatisfactory performance

If the Contractor/Owner considers that the performance of the SUB-CONTRACTOR is unsatisfactory or, not up to the expected standard, the Contractor/Owner shall notify the SUB-CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The Contractor/Owner shall have the option to terminate this Agreement by giving 7 days notice in writing to the SUB-CONTRACTOR, if, SUB-CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the Contractor/Owner, and in such

situation, Owner/Contractor shall have full authority to get the work executed for the balance tenure of the Contract through some other agency at the risk and cost of the Subcontractor.

23.4 SCI may terminate the contract with the sub-contractor by giving a notice of 75 days to Sub-contractor. This clause is applicable during the firm period of the contract and extensions thereof.

- i. ONGC going in for Joint Venture for such services in future.
- ii. Composition of SCI undergoing change affecting interests of ONGC.
- iii. Operation of Contract being uneconomical to ONGC due to market conditions etc.
- iv. ONGC going in for management of vessels under BBCB contract or any other alternative arrangement

23.5 SCI may terminate the contract by giving a 15 days notice if

- i The Sub-contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the sub-contractor being debarred from participating in any other tender of the SCI for the next three years.
- ii The Sub-contractor commits any breach of the terms of this contract /tender document
- iii If any charge sheet is filed by a competent authority of the Government against the Sub-Contractor or the company, or the sub-contractor is convicted by a criminal court on grounds of moral turpitude.

23.8 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Contractor/Owner to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

24.0 ASSIGNMENT AND SUB-CONTRACTING:

The Sub-Contractor may assign or subcontract its rights or obligations hereunder this agreement with the prior written approval of the Contractor/Owner. However, notwithstanding the above, the Sub-contractor shall remain fully responsible for the services hereunder and for the execution and performance of this contract.

25.0 BREAKDOWN /DOWNTIME

The Breakdown/Downtime/Penalty is detailed at Clause No. 9.0 of Annexure II.

26.0 CHANGE IN LAW

26.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to SCI under the SUB-CONTRACT (other than personnel and Corporate taxes), the SUB-CONTRACTOR shall be indemnified for any such increased taxes and duties by the SUB-CONTRACT subject to the production of documentary proof to the satisfaction of the SCI to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by SCI.

26.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this

SUB-CONTRACT and which results in any decrease in the rate of taxes and duties on the supply of services to SCI, (other than personnel and Corporate taxes), the SUB-CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the SCI, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

26.3 All taxes & duties (except where otherwise expressly provided in the SUB-Contract) as may be levied / imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, for the this SUB-CONTRACT shall be to SUB-CONTRACTOR's account. Any increase / decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion / mobilization date as stipulated in the SUB-CONTRACT will be to the account of SCI.

26.4 Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the sub-contractor's account, where delay in completion / mobilization period is attributable to the SUB-CONTRACTOR. However, any decrease in the rate of taxes and duties after the contractual completion / mobilization date will be to SCI's account.

26.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the SUB-CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, SCI will have no liability to reimburse/pay to the SUB-CONTRACTOR the excess duties ,taxes, fees,if any finally levied/imposed by the concerned authorities. However, in such an event, SCI will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

26.6 Notwithstanding the provision contained in clause 26.1 to 26.4 above, the SCI/CORPORATION shall not bear any liability in respect of:

- (i) Personal taxes on the personnel deployed by SUB-CONTRACTOR, his sub-sub-contractors and Agents etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- (iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub- contractors, vendors, agents etc of the SUB-CONTRACTOR.

26.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to SCI/ONGC and not applicable on taxes and duties on input (goods and services).

26.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

27.0 CONSEQUENTIAL DAMAGES:

Notwithstanding either party's fault, except premature termination due to unsatisfactory performance, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

28.0 STATUTORY REQUIREMENTS:-

During the tenure of this CONTRACT nothing shall be done by the SUB-CONTRACTOR in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter alia customs stowaways, foreign exchange etc.

29.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC/SCI

Firms/companies who have or had business relations with ONGC/SCI are advised not to employ serving ONGC/SCI employees without prior permission. It is also advised not have ex-personnel of ONGC/SCI serve in any capacity whether administrative, advisory or executive within the initial two years period after their retirement/resignation/severance from the service without specific permission of ONGC/SCI in their firms/companies . ONGC/SCI may decide not to deal with such firm(s) who fail to comply with the above advice.

30.0 CONTINUANCE OF THE CONTRACT:-

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

31.0 INTERPRETATION:-

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

32.0 ENTIRE AGREEMENT:

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of SUB-CONTRACTOR/CONTRACTOR.

33.0 ADDITIONAL TERMS AND CONDITIONS

Any changes/additional clauses incorporated in the O&M contract between ONGC and SCI post signing of this sub-contract and having a bearing on this sub-contract will become a part of this contract. This contract may be modified by additional terms and conditions accepted in writing by both the parties.

34.0 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

In all contracts involving deployment of Sub-Contractor's manpower within ONGC's premises like plants, offices, installations, rigs, stock yards etc., the Sub-Contractor shall submit the following documents to ONGC prior to start of work:

- (i) Undertaking from the Sub-Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable. Undertaking from the Sub-Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.
- (ii) Along with the above mentioned undertakings, the Sub-Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of ONGC. The Sub- Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

35.0 ISPS CLAUSE FOR SUB-CONTRACTORS

- A declaration to be produced by the sub-contractors that police verification has been carried out for the persons employed by them who are engaged in connection with ship related activities.

- Person from such sub-contractor's firm visiting ships shall carry a photo identity card issued by the Bidder and shall reveal his identity to ship staff when demanded.
- Stores, equipment and material being carried on board by the Sub-Contractor shall be subject to checks by the ship before allowed onboard.
- The Sub-contractor shall abide by / comply with all Port Regulations.

36.0 In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of SCI shall be final and binding.

37.0 The sub-contractor shall abide by and comply with all local, national as well as international laws in connection with supplies/ services under the subject contract. SCI shall not be responsible for breach of law, if any, by the Sub- contractor.

38.0 EMPLOYMENT OF WORKERS

It has to be clearly understood by the Sub-contractor that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the Sub-contractor to perform the contract if awarded, shall be the employees of the Sub-contractor and the Sub-contractor alone shall be liable to pay the wages and all other payments as may be due to the workers and ONGC/SCI shall in no way be liable for the same. The Sub-contractor shall also comply with all the provisions under the laws of the land pertaining to his/their workers and their employment for the purpose of performing the contract if so awarded against this tender and the Sub-contractor shall also indemnify the ONGC and SCI for any claims whatsoever made by such workers against the ONGC and or SCI in that behalf.

39.0 LIMITATION OF LIABILITY:-

39.1 Notwithstanding any other provisions , except only in cases of willful misconduct and"/or criminal acts-

a) Neither the Subcontractor nor ONGC/SCI shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Subcontractor to pay Liquidated Damages to the Company.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Subcontractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Subcontractor, or to any obligation of the Subcontractor to indemnify ONGC/SCI with respect to Intellectual Property Rights.

c) ONGC/SCI shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause(b) above."

39.2 Notwithstanding anything contained herein to the contrary, Sub-Contractor agrees that the laws regarding employment and welfare of its personnel be complied by him without any liability whatsoever to Contractor/Owner.

40.0 EXIT CLAUSE: SCI at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving THIRTY (30) days notice to the sub-contractor.

41.0 INDEPENDENT CONTRACTOR STATUS:

The SUBCONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

Subject to all compliance with the CONTRACT, the SUBCONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or SUBCONTRACTORS engaged by the SUBCONTRACTOR in performing the CONTRACT shall be under the complete control of the SUBCONTRACTOR and shall not be deemed to be employees of ONGC/SCI and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the SUBCONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and ONGC/SCI. SUBCONTRACTOR shall be responsible for the acts, defaults or negligence of the SUB CONTRACTOR, his agencies, servant or workmen.

42.0 The contract shall stand suspended /terminated, partially or fully, as a result of Government Policy/directive/regulation to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the SCI/ONGC.

43.0 RISK PURCHASE CLAUSE

If at any time during the currency of the contract it is observed by the ONGC/SCI that,

1. supplies/services are not provided in time or short supplies have been effected, and/or
2. the subcontractor's services are found unsatisfactory, and/or
3. the supplies do not conform to the quality/ specifications indicated in the contract/ purchase order and/or
4. services do not conform to the specifications indicated in the contract/tender document, and/or
5. the quality of service is found to deteriorate abnormally,

Then in that event the ONGC/SCI will be at a liberty to obtain the services covered under the work scope of this tender/contract from alternative source(s) at Subcontractor's risk and cost including invoking/resorting to apply any other clause of the tender and contract

44.0 Saving Clause: Except as provided hereinabove, the contract shall be governed by the "Terms and Conditions" of the Tender document and terms of the Contract signed between the subcontractor and contractor.

45.0 CONCILIATION

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, SCI as provided hereunder:

The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

(a) CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC(Outside Experts Committee).

(b) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the

date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

(c) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

(d) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

(e) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

(f) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

(g) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings

i. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;

ii. Admissions made by the other party in the course of the OEC proceedings;

iii. Proposals made by the OEC;

iv. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

(h) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.

(i) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.

(j) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

46.0 In case, certificate submitted by the supplier during tendering stage with regard to "Guidelines for eligibility of a Bidder from a Country which shares a land border with India" as mentioned under Instruction to Bidder of Tender document, is found to be false, then their contract shall be terminated and Security deposit shall be forfeited.

SPECIAL CONDITIONS OF CONTRACT

SUBCONTRACT NO: _____

1.0 GENERAL

1.1 Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, Technical specifications of work, drawings and other documents forming part of this contract wherever the context as requires.

1.2 Where any portion of the General Conditions of contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancy or variance cannot be reconciled with the conditions of contract and shall be to the extent of such repugnancy or variations, prevail; it being understood that the provisions of General Conditions of Contract shall otherwise prevail.

1.3 Wherever it is stated anywhere in this Contract that such a supply is to be effected or such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the Sub-Contractor for Geotechnical part.

1.4 The contract constitutes the entire agreement by the parties and no other writings or conversation shall be considered a part of this contract except by written agreement by both parties subsequent to the date of signature hereof. Where rights and remedies are provided under the contract, they shall be the exclusive rights and remedies available with regard to the situation to which they relate.

1.5 All the work and assigned jobs to be performed under this contract shall be done at defined times and in all respects in accordance with the provisions of this contract and any amendments thereto that the parties may subsequently agree from time to time in writing.

2.0 Name of the vessel: GTV SAMUDRASARVEKSHAK.

3.0 DURATION OF THE CONTRACT.

The period of contract arrangement shall be one years from the date of contract commencement as decided by SCI.SCI has sole option to extend the contract twice by three months each after expiry of the two years contract period on same terms and conditions.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note

4.0 DELETED

5.0 MEETINGS

5.1 The Sub-Contractor shall ensure the presence of Sub-Contractor's Representative (from the base management team) at all meetings relating to the scope of services referred to in this contract called by the Owner and / or contractor. No extra payment shall be made for attending these meetings.

5.2 In the event of the Sub-Contractor's/Contractor's and Owner's representatives being unable to reach a mutual agreement on any operational or technical matter in respect of the operations of the vessel, the Sub-Contractor shall refer the matter promptly to Contractor/Owner.

6.0 REPORTS

All the Geotechnical job reports should be submitted within specified time indicated in Annexure-III. In case of delay, penalty imposed by the Owner on the Contractor on account of delay in submission of Geotechnical job reports, shall be passed on to the Subcontractor and shall be deducted from the respective monthly invoice payment to the Subcontractor for the vessel.

7.0 DELETED

8.0 CREWCHANGEOVER:

8.1 Crew change will be normally asunder:

Geotechnical crew : 6-8 weeks onboard followed by minimum 50% onshore period.

8.2 Any variation in above schedule will be done only with the approval of the Owner's vessel in-charge by recording the circumstance/reasons for the variation. Any crew change earlier than 6 weeks will be on the Subcontractors account.

8.2.1 Normally Owner shall advise the contractor with a firm notice of 7 days for mobilization and 3 days for demobilization. Upon receipt of advise from the Owner, the Contractor will send a notice to the Subcontractor for mobilization and demobilization.

8.2.2 After the completion of geotechnical operations all the call out personnel would be demobilized by the Sub- contractor within 24 hours of arrival of the vessel at the port. However, Owner may at its discretion extend the period of stay of any personnel.

8.3 The Sub-Contractor will compulsorily ensure that all members of Geotechnical team possess valid qualifications and certificates as specified in the contract. Geotechnical personnel shall comply with manning qualifications and certification as laid down by D.G. Shipping / STCW 78/ 95 as amended. Any of the Sub-contractor's personnel found not having qualification/ experience as required for their job category at any stage of contract, shall be replaced by Sub-contractor within 6 days notification by the Owner to the contractor. The payment of such replaced person will not be made for the period he remained as part of the crew and if already paid will be recovered irrespective of any approval given by ONGC before deployment.

9.0 BREAKDOWN /DOWNTIME:

9.1 Breakdown/downtime means period of failure of vessels operational capabilities dueto:

9.1.1 Breakdown/maintenance requirement of the ship's Geo technical system.

9.1.2 Breakdown/maintenance requirement of Geotechnical work equipments provided on board or hired from Sub- contractor.

9.1.3 Failure of Sub-contractor to provide regular Geotech crew or call out Geotech, crew or call out Geotech equipment.

9.1.4 Breakdown/maintenance of any other Geotechnical equipment on board not covered above.

9.1.5 Breakdown/downtime arising out of accidental damages to any or all Geotechnical equipments onboard.

9.2 DOWNTIMECALCULATION:

9.2.1 During Breakdown / downtime period for any reason as per Cl. 9.1 above, depending upon loss of vessel's operational capability and consequent effect on operations of the vessel, equivalent downtime will be calculated as under. The total penalty/downtime imposed by the Owner on the Contractor for Geotechnical part will be passed on to the Geotechnical Sub-contractor along with

11.5% additional penalty. Sub-Contractor would make the payment of penalty to Contractor(SCI) by bank transfer/demand draft or same shall be deducted from the monthly invoice payments to the Subcontractor.

9.2.1.1 If for any reason stated at Clause 9.1 above, vessel is unable to perform the intended work at designated location (including due to Geotechnical equipments provided by the Sub-contractor) then equivalent downtime shall be 100% of the period from the time when vessel was not able to perform the intended work/operation at the designated location till satisfactory resumption of intended work/operation at the new/same designated location. (In case there is a breakdown of any Geotechnical equipments/systems in field and the vessel is required to come to port/dry dock for repairs, the period of down time will be taken from the time of actual break down to the time vessel reaches the first point of operation as designated by the Owner after repairs i.e. the down time period would include the travel of the vessel to the port/dry dock, stay at port/dry dock and travel back to first point of operation as designated by Owner after repairs.)

9.2.1.2 If at any time particular Geotechnical equipment / system is not operational then equivalent downtime will be calculated as under:

9.2.1.2.1 In case Clause 9.2.1.1 is applicable and Owner considers that the capability of the vessel can still be utilized for alternate job / part of the ongoing intended work, then as decided by Owner, the vessel may be deployed for such job (However, Owner may decide to withdraw the vessel from alternate job/ part of the ongoing intended work anytime for deployment of vessel for intended work and clause 9.2.1.1 shall apply from the time vessel is withdrawn from the above said alternate job/ part of the ongoing intended work to the time vessel commences intended work). In such a case equivalent downtime shall be applicable as given below.

a) In case of Alternate Job: - equivalent downtime shall be as follows:

(i) On commencement of alternate job, equivalent downtime of 20% shall be applicable till the time geotechnical equipment/system is capable of undertaking the intended work.

(ii) For deployment of vessel for the intended work, whenever decided by Owner, equivalent downtime of 100% shall be applicable from the time vessel stops alternate job to the time vessel commences intended work at any location as decided by Owner.

Note: In an event the vessel has to go from West Coast of India to East Coast of India to carry out alternate job or vice versa, the travel time/journey period i.e from the time vessel stops intended work till vessel commences alternate job, shall be to the Owner's account.

b) In case part of the intended work: - equivalent downtime shall be as follows:

Equivalent downtime of 20% shall be applicable from the time of breakdown of Geotechnical equipment/system till the time Geotechnical equipment/system is fully operational.

9.2.1.2.2 In case vessel is not under breakdown/downtime as per Clause 9.2.1.1 and any particular Geotechnical equipment/system (including related Geotechnical equipments and Geotechnical standby units) of the vessel is not under normal operational condition then equivalent downtime shall be as given below:

9.2.1.2.2.1	DP system redundancy required for Geotech operations, is not available	40% of the time for which requisite redundancy is not available, will be considered as equivalent downtime.
9.2.1.2.2.2	Geotechnical system including drilling, main hydraulic power and CPT systems.	40% of the time for which these systems are not available, will be considered as equivalent downtime.

9.2.1.2.2.3	If standby units of Geotechnical system / equipments are non operational as mentioned at Cl. 9.1.1 above.	1% of time for which each unit is not available upto 60 days on single occasion will be considered as equivalent downtime.
9.2.1.2.2.4	Deleted	Deleted
9.2.1.2.2.5	If any other Geotechnical equipment covered under PMS is not available or scheduled PMS is not carried out. *	0.1% of time for which each unit is not available upto 60 days on single occasion will be considered as equivalent downtime.

If the scheduled PMS is delayed on account of operational constraints then no penalty to be levied.

NOTE :

a) In case of Geotechnical equipment / system covered in clause 9.2.1.2.2.3 to 9.2.1.2.2.5 if downtime on single occasion continues for more than 60 days then from 61st day downtime percentage indicated against each item will be doubled.

b) Combination of the equivalent downtime covered under clause 9.2.1.2 will be subject to maximum limit of 50% of the day i.e. 12 hours only. If during a particular period 100% downtime is applicable under clause 9.2.1.1 then equivalent downtime arising under clause 9.2.1.2 will not be applicable. However, penalty due to short deployment of personnel shall continue to be applicable as per Cl. 8.10 of GCC.

c) If particular Geotechnical system / equipment is not regularly required to be used, then it should be periodically function tested. If upon requirement, any such Geotechnical equipment/ system is found non-operational, then downtime will be considered for the period from previous successful use / function test whichever later till restoration of operational status.

d) PMS (Planned Maintenance Schedule) on any Geotechnical equipment / system which is carried out without affecting vessel operations will not be considered as downtime.

e) If any of the Geotechnical equipment has breakdown for want of spares/stores purchased by the Subcontractor, penalty imposed by Owner on the Contractor for same shall be passed on to Geotechnical Subcontractor along with 11.5% additional penalty and shall be deducted from the monthly invoice payments to the Subcontractor.

9.3 Allowable equivalent downtime at Owner cost.

9.3.1 Downtime on account of dry-docking:

Contractor should plan scheduled dry-docking of the vessel during monsoon season on west coast of India. Equivalent downtime of 90 days for each scheduled dry-docking and additionally 15 days (during three years contract period) for emergency dry-dock/sheltered water, both inclusive of travel time, shall be on Owner's account, applicable during extended period of the Contract after Primary Period.

9.3.2 For downtime situations during field operations, covered under downtime calculations Cl.9.2.1.1 and Cl. 9.2.1.2, equivalent downtime allowed at Owner's Cost for Geotechnical operations will be 08 (eight) hours in one month which can be accumulated up to 48 hours (2 days) for six months on single or more occasions during the contract. This allowable equivalent downtime shall be availed on need basis and if not necessitated by conditions shall not be available or encashed or carried forward beyond six months.

For part of the six months, if any, allowable equivalent downtime shall be worked out on pro-rata basis. For the period covered under the situations covered under Cl.9.2.1.1. and Cl. 9.2.1.2, allowable downtime will be proportionately reduced.

9.3.3 Any downtime arising due to weather conditions will be allowed at Owner's cost. However any equivalent downtime applicable under Clause 9.2.1.2.2 for the Geotechnical equipments/systems shall apply whenever vessel is on downtime due to weather.

9.3.4 During operations, if any of the Geotechnical equipments get damaged due to bad weather conditions; in that case the time required for repair of that equipment shall be allowed at Owner/ONGC cost. However, if any of the spares required for routine repair of that equipment is not available ex-stock onboard and it requires to be procured then the time required for the procurement of spares shall be to Sub-Contractor's account.

9.3.5 Breakdown at beginning of the contract.

a) If any of the unit component forming part of vessel's Geotechnical main system covered under clause 9.1.1 is non-operational at the time of taking over and which cannot be repaired without dry-docking, a period up to first routine dry-dock will be allowed for rectification of the same, beyond that relevant downtime clause shall apply. This shall be finalized jointly by Owner and Contractor (in consultation with Subcontractor).

b) For other Geotechnical equipment standby items / independent units, which are non operational at the commencement of the contract but which are required to be made operational, time schedule for rectification will be finalized jointly by Owner and Contractor (in consultation with Subcontractor). Accordingly, the relevant downtime clause shall apply after expiry of agreed time schedule.

c) Utility and repair decision for equipment not covered in clause 9.3.5 (a) and (b) will be finalized jointly by Owner and Contractor. Accordingly, relevant downtime clause shall apply after the mutually agreed time schedule.

9.4 Breakdown Downtime at Sub-Contractor's cost:

9.4.1 In case of equivalent downtime period covered as per clause 9.2.1 above and beyond permissible limit as per cl. 9.3.1 above, penalty imposed by the Owner on Contractor for Geotechnical equipment will be recovered from the Subcontractor/deducted from the Subcontractor's monthly invoice payment, along with 11.5% additional penalty.

9.4.2 In case of the equivalent downtime period covered under cl.9.2.2 and beyond permissible limit as per 9.3.2 above, penalty imposed by the Owner on Contractor for Geotechnical equipment will be recovered from the Subcontractor/deducted from the Subcontractor's monthly invoice payment, along with 11.5% additional penalty

9.4.3 If requisite regular geotech or call out geotech personnel are not available, deductions will be as per Clause 8.10 of GCC(Annexure I) provided performance is not affected due to such shortage. However, if performance is affected by such shortage, then deduction will be for equivalent downtime as calculated vide Cl.9.2.1, if it is higher. No downtime arising from Geotechnical crew shortage will be allowed at Owner's /Contractor's cost.

9.4.4 The total penalty/downtime imposed by the Owner on the Contractor for Geotechnical part will be passed on to the Geotechnical Sub-contractor along with 11.5%. Sub-Contractor would make the payment of penalty to Contractor(SCI) by bank transfer/demand draft or same shall be deducted from the monthly invoice payments to the Subcontractor.

9.5 Delay in submission of geotechnical job report will attract deduction as per Clause 6.0 of this Annexure

10.0 NOTICES AND ADDRESSES

For the purpose of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below.

OWNER'S OFFICE ADDRESSES

10.1 FOR CONTRACT RELATED COMMUNICATION

CGM(M)-I/c Marine Survey
Oil & Gas Engineering and Projects (OGEP)
Oil & Natural Gas Corporation Ltd.
5th floor, 11 High, Sion Bandra Link road,
Sion (W), Mumbai-400017
TEL: 91-22-24088528

10.2 FOR TECHNICAL RELATED COMMUNICATION

CGM(M)-I/c Marine Survey
Oil & Gas Engineering and Projects (OGEP)
Oil & Natural Gas Corporation Ltd.
5th floor, 11 High,
Sion-Bandra Link road,
Sion (W), Mumbai-400017
TEL: 91-22-24088528

10.3 Contractor's Office Address (in full)

Chief Manager I/c (OS-C)
The Shipping Corporation of India Ltd.
Technical & Offshore Services Division, 5th Floor, Shipping House
245, Madame Cama Road, Mumbai-400 021
TEL: 91 22-22772195/2183/2193

10.4 Sub-Contractor's office address:

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10.4.1 Sub-contractor's Mumbai Office :

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TECHNICAL SPECIFICATIONS AND SCOPE OF WORK (TS&SOW)-SAMUDRA SARVEKSHAK

SCHEDULE: A

1. SPECIFICATIONS OF THEVESSEL

Length overall	:	83.45 M
Breadth Moulded	:	16.80M
Depth Moulded at	:	8.20 M upper deck
Mid length draught	:	4.00 M at full loading
Gross Registered	:	3444 Tonnes Tonnage
Displacement	:	3700Tonnes
Cruising speed	:	10 Knots
Generating Engines	:	3x2040 BHP(1000 RPM) (PIELSTICK)
Main Engines	:	2x2040 BHP(1000 RPM) (PIELSTICK)
Accommodation	:	62 persons
Crane capacity	:	20 Tonnes
Helideck	:	Westland/Dauphin(4000 Kg Load)
Propulsion &Position	:	Two azimuth thrusters aft Keeping located With controllable pitch propellers, Two azimuth, retra-ctable thrusters, fore well mounted with controllable pitch propellers.
Endurance of stay at	:	30 days sea(3/4) DP Mode +1/4 Anchor mode.
Communications	:	As per statutory requirements and INMARSAT
CLASS NOTATION	:	Class Notation HULL ⚡ SUL, Drilling Ship Class Notation Machiners ⚡ IY DP (2)

VESSEL CAPABILITIES : 1. STATION KEEPING:

- A) IN 4 POINT MOORING MODE:-
Geotechnical investigations and divers inspection in water depth up to 200 mtrs., in currents up to 3 knots and wind speed 7 in beaufort scale.
- B) IN DYNAMIC POSITIONING MODE:-
i) During Geotechnical investigations in water depth upto 300 mtrs.,current upto 3 knots and wind speed 8 in beaufort scale with tolerance 3% of water depth.
ii) During Diving operations in water depths upto 200 mtrs., current speed 3 knots, wind speed 5 beaufort scale with tolerance 3% of water depth.

2. LOCATION FIXING:

By Positioning System provided by Company which can be interfaced with DP Computer and can act as a reference system to the dynamic positioning also..

1.1 DryDock Schedule: - Next dry-dock is scheduled on August 2025.

1.2 In addition to normal ship equipment and positioning system, the vessel is equipped with the following systems.

1.2.1 Geotechnical system: A full-fledged Geotechnical investigation system comprising of rapid Surface sampling system, drilling and sampling up to 250 meters below the mud line limited to water depth plus bore hole depth of 550 meters by 5" dia. drill string, in-situ tests which include, but not limited to Cone Penetrometer Test with pore pressure measurement (CPTU) and Field Vane Shear Test (FVT) and, on- board tests and analysis in dry and wet laboratories. In-situ tests may also include full flow penetrometers e.g. T-bar, ball penetrometer, free fall penetrometer etc.

1.2.2 Diving system : The diving system consists of:

- a) Surface diving up to 20 M water depth in a wet bell for 2divers.
- b) Saturation diving up to 200 mtrs water depth in a diving bell man,2 Nos., decompression chambers of 4 divers each,1 No., hyperbaric rescue life boat for 8 divers and 2operators.
- c) Underwater tools such as, but not limited to hydraulic power pack, cold cutter, high pressure water jet machine for blasting, underwater cameras, oxy-arc cutting torch etc.

1.2.3 Environmental monitoring system and meteorological station.

1.2.4 High pressure hydraulic system to operate geotechnical and diving system.

1.3 The vessel is provided with other equipment/machineries which include but not limited to All galley equipments utilities, storages, workshops, life saving appliances including hyperbaric life boat and internal fire fighting system, navigational equipment, communication equipment, rescue equipment, entertainment items, helideck, emergency generator ,etc.

1.4 Vessel is also equipped with various Non-Destructive Test (NDT) equipment's, work equipment and under water tools and divers personal gears, etc.

2.0 Duties expected from the vessel and Area of Operations:

2.1 To carry out Geotechnical investigations, in-situ testing and onboard testing of soil samples for physical strength for offshore structures likes Jack-up Rigs, Jackets, Subsea Pipelines, Pipeline End Manifolds (PLEMs), Single Buoy Mooring (SBMs)etc.

2.2 To carry out any other services and not limited to scope of work in Schedule-B.

2.3 Area of Operation:-

Normally west coast of India. However, depending upon job requirement, vessel may be deployed anywhere in Indian waters. In case the vessel moves out of western coast as per requirement of Owner, the airfare/train fare, as applicable between the hometown of Geotechnical personnel and the base port of the deployed area, local transportation and hotel expenses of the Geotechnical Crew, if any, along with their return air fare/train fare to their respective hometown shall be reimbursed by the Contractor.

In an event the vessel is deployed anywhere in Indian waters other than Mumbai, the airfare, expenses on lodging, boarding and local transportation by the Geotechnical Base Manager at the place of vessels" deployment, shall be reimbursed by the Contractor to the Subcontractor.

SCHEDULE B

3.0 SCOPE OF WORK:

3.1 MARINE SERVICES – NOT APPLICABLE.

3.2 GEOTECHNICAL SERVICES

3.2.1 To provide, on call out basis, Geotechnical, Drilling and CPTU (and for FVT and other in-situ testing) personnel for carrying out the duties expected of the vessel for Geotechnical and Drilling operations on round the clock basis.

3.2.2 To provide necessary personnel on regular basis for maintenance and upkeep of Geotechnical/drilling/CPTU/FVT equipment. Personnel engaged for this purpose shall ensure proper working of the equipment specifically, to ensure the proper saturation of the pore pressure filter in the CPTU equipment.

3.2.3 The responsibility of Geotechnical personnel would include:

3.2.3.1 Operation and maintenance of all Geotechnical, drilling, sampling and CPTU& FVT equipments including periodic calibration (before start of every working season) of all electronic sensors and hard-tie heave compensation system for undertaking field investigation and laboratory testing on soil and rock samples, engineering analysis and preparation of on-board reports so as to meet the objective as detailed in relevant clauses. Investigations and procedure [as per ISO 19901-8 (latest edition)] should be acceptable to Certifying agencies and designers.

3.2.3.2 Maintenance of the hydraulic system pertaining to the geotechnical system. The geotechnical team shall help the diving staff in repairing the fault developed in the hydraulic system pertaining to the diving system and help the marine staff to repair the fault developed in the hydraulic system situated in hydraulic power pack room.

3.2.3.3 The Geotechnical personnel present onboard the vessel would also assist marine/diving crew in repairing marine/diving equipments, if required.

3.2.4 To provide experts on call out basis and technical back up as and when required.

3.2.5 During the Geotechnical operation the Owner's Geotechnical Engineer may be available on-board. Contractor's Geotechnical engineer would be responsible for providing access to Owner's Geotechnical engineer to all the documents/laboratory test results including providing copies as required by him. Contractor's Geotechnical engineer would also be available for discussion with Owner's Geotechnical engineer, both offshore and onshore as required.

3.2.6 To provide technical back-up, submit procedures including necessary actions and carry out field operation in case of unusual /abnormal site conditions e.g. encountering Shallow Gas during geotechnical investigations, encountering rock substrata, etc. Sub-Contractor should also provide latest technical developments regarding equipments, procedures and engineering practices for offshore geotechnical investigations.

3.2.7 Geotech Base Manager - To provide during geotechnical operations, one Geotechnical Base Manager required for coordinating offshore operations with SCI / ONGC base. Submission of regular reports or any specialised reports regarding breakdown/maintenance/repair of equipments, accidents etc will be the responsibility of Geotech base manager. Base support for Geotech base manager like office, secretarial assistance, telephone, tele fax, etc., shall be provided by the Sub-contractor.

3.2.8 To maintain and operate a modern computerized inventory control and Management system. For this purpose the contractor will be required to provide one Store Keeper onboard the vessel having sufficient knowledge of computer, whose job would essentially consist of:

- i. maintenance and proper storage of all materials
- ii. onboard issue and receipt of materials.
- iii. Updating of inventory status on daily basis.
- iv. Greasing and cleaning etc of spares, if required.
- v. Preparation of daily/weekly/monthly reports on issue and receipt of materials, as required.

3.3 DIVING AND NDT SERVICES - NOTAPPLICABLE.

3.4 GENERAL SCOPE OF WORK

The Sub-contractor to provide total Geotechnical management of the vessel for carrying out all the geotechnical duties expected from the vessel, other work specific requirements including techniques, man and equipment management, to provide competent and duly qualified and experienced geotechnical personnel as per schedule-D for carrying out various operations of the vessel in accordance with Internationally recognized safe practices.

The Sub-Contractor would also be responsible for the following:

3.4.1 To assist Contractor in planning and obtaining timely approvals for all periodical, statutory and classification geotechnical surveys/certificates required for the vessel and various geotechnical equipments/machinery of the vessel.

3.4.2 To plan and undertake routine maintenance for all geotechnical equipments /machinery/systems of the vessel for minimizing breakdown.

3.4.3 To plan the geotechnical requirement well in advance and to assist the Contractor in procuring and executing the following:

- i) All types of spares, equipments, general consumables relating to geotechnical services including custom formalities, clearing freight charges, insurance, classification, statutory surveys etc.
- ii) Specialized equipment and services related to geotechnical services including Service Engineer, if required.
- iii) Arrange Geotechnical repairs, fabrication, modifications, replacement of equipments (as and when approved by Owner), mobilizing workshop/specialized geotechnical personnel.
- iv) Transportation of soil samples from Samudra Sarvekshak via jetty (Nhava /BPT) or any port/onshore terminal to IEOT, Panvel.
- v) Transportation of soil samples from jetty (Nhava/BPT) or any port/ onshore terminal to IEOT, Panvel.

3.4.4 Not applicable.

3.4.5 Subcontractor to assist Contractor to make arrangements for dry dock as per schedule dry docking of the vessel/emergency dry docking during the contract period.

The Sub-Contractor must initiate timely procurement action for maintaining optimum stock levels for various geotechnical stores, spares and consumables etc. The Sub-Contractor would be responsible for carrying out complete physical verifications of all geotechnical stores, spares, consumables and equipments etc. available onboard the vessel and preparation of computerized inventory within 6 months from the date of taking over of geotechnical operations of the vessel.

3.4.6 The Sub-Contractor would be responsible for providing necessary base support between the vessel and Contractor/Owner base, as required including assisting in making arrangements for any geotechnical spares, stores, etc. required by the vessel during the geotechnical operations. The Sub-Contractor would also be responsible for coordinating with Contractor/Owner base and the vessel, when there is no geotechnical operations for maintenance related jobs.

3.4.7 The Sub-Contractor would ensure that all actions/jobs required for geotechnical operations or maintenance of the Geotechnical equipments on the vessel are carried out even if such geotechnical jobs are not specifically mentioned in the scope of work.

3.4.8 Sub-Contractor shall also assist in loading/unloading of geotechnical materials from and to the vessel.

3.4.9, 3.4.10, 3.4.11 – not applicable.

3.4.12 The Geotechnical Base Manager would report to the nominated Owner/Contractor officer at base on daily basis and work under their control. The Geotechnical Base Manager would function as coordinator between Owner's office, the contractor's office, Subcontractor's office and the vessel and not only as Sub-contractor's representative. He would be responsible for providing all the information/documents/reports etc required by the Owner/Contractor with regard to geotechnical operations/activities in addition to making all the arrangements as per the geotechnical requirement of the vessel. Sub-Contractor would provide all necessary office support like telephone, telex, fax and secretarial assistance and transportation etc to the Geotechnical Base Manager.

3.4.13 Sub-Contractor's personnel/equipment may be transferred to other installation/vessel at Owner's discretion. Such transfer if needed shall be mutually discussed and agreed to avoid safety /insurance related problems.

3.4.14 All geotechnical reports are to be submitted to Owner/Contractor as per reporting procedure laid down by Owner/Contractor. The reporting procedure/ format/contents to be included can be modified by Owner depending upon its requirements.

3.4.15 To provide geotechnical technical back-up for routine and specific jobs as per internationally recognized practices and to make available latest technology developed for use of Owner/Contractor.

3.4.16 To arrange specialized/specific geotechnical equipment, geotechnical specialist/experts in terms of the General Conditions Contract, whenever required by Owner/Contractor.

3.4.17 Sub-Contractor's responsibility will include operations and maintenance of Geotechnical equipments of vessel and all related items as also any reasonable addition of geotechnical equipments and facilities during the contract period. The detailed geotechnical scope of work and duties expected from the vessel and other terms and conditions are as provided in the contract document.

3.4.18 Sub-Contractor may be allowed reduction/addition of regular geotechnical crew on approval of Owner for any job specific requirement.

3.4.19 The Sub-contractor shall assist the Contractor to acquire International Safety Management Code (ISM) for safe operation of GTV and pollution prevention for the vessel and its operations and carry out all geotechnical operations as per ISM code.

3.4.20 Sub-Contractor shall test various geotechnical equipments/systems as required by Owner/Contractor for checking normal operation/availability of such geotechnical equipment from time to time. This does not in any way relieve the Sub-Contractor of his responsibility to keep the various geotechnical equipments/systems in normal operational condition.

3.4.21 The Sub-contractor to maintain proper records, log books etc., for Ship's Geotechnical equipments and machinery onboard vessel as per international practices/regulations, class rules,

statutory rules and as per Owner's/Contractor's requirements. Sub-Contractor is also required to maintain records of all data/test results pertaining to geotechnical operations carried out by the vessel. The records generated onboard/base regarding geotechnical operations maintenance and management etc will be the property of Owner except ISM Manuals & ISM related record which will be the property of Contractor/Subcontractor.

3.4.22 To provide Training in all key fields in Geotech services to Indian Personnel in order to Indigenise the Geotech team. Owner will provide transportation from Helibase/Jetty to Offshore and boarding & Lodging there at no cost to Contractor. No payment shall be made during training/evaluation for Geotech crew.

3.4.23 Owner/Contractor reserves the right to delete, increase or reduce any part of geotechnical scope of work in consultation with the Sub-Contractor.

3.4.24 Normally the crew strength as indicated in schedule-D will be required during the period of the contract. However, Owner may at any time at its discretion request a reduction/addition in the geotechnical crew. In case of call out personnel for geotechnical services the actual number of geotechnical personnel to be mobilized will be decided by the Owner based on operational requirements.

3.4.25 As and when authorized the Sub-Contractor will be responsible for supply of geotechnical material/ spares/ consumables against all the geotechnical indents/ requisitions approved by Owner/Contractor during the contract period. Requisitions/ indents will be jointly prepared by Subcontractor's Representative/ Contractor's representative/ Owner representative keeping in view consumption pattern, lead time, inventory level, PMS schedule etc, Owner/Contractor may process some of the indents directly.

3.4.26 As indicated above Sub-contractor shall be fully responsible for smooth operations as well as for maintenance (running, scheduled, breakdown & preventive maintenance) of geotechnical equipments. Sub-Contractors responsibility will include but not limited to proper forecast and supply of all necessary geotechnical consumables/spares and effecting repairs for all geotechnical equipments as specified in scope of work. If additional geotechnical personnel/ experts / OEM engineer etc. are required for above purpose, the same should be arranged by the Sub-contractor with Owner's /Contractor's approval.

3.4.27 In general Owner will provide following things:

3.4.27.1 Not applicable.

3.4.28 Only genuine spares for equipment/ machineries will be allowed to be used on the vessel, which may be procured from the OEM/ OES or his licensee or recognized dealer. Sub-Contractor, if required, will purchase the materials only on receipt of approval from Owner/Contractor base office. Any substitution must be got approved from Owner/Contractor with due justification. No substitution will be allowed in case of propeller/ thruster spares.

3.4.29 Sub-Contractor will be responsible for all upkeep, maintenance and repairs of Geotechnical equipments and Geotechnical equipments will be handed back in good working condition in all respects (fair wear and tear excepted) at the end of the sub-contract. During hand over, the list of non-operational equipment, outstanding preventive maintenance and surveys ,condition of class and outstanding indents will be prepared by Owner, Contractor, existing subcontractor and subsequent sub-contractor which will be binding between the parties.

3.5 HANDING OVER/TAKINGOVER:

3.5.1 The Geotechnical equipments/machinery fitted on the vessel being handed over to the Sub-Contractor shall be tight, staunch, strong and well and sufficiently tackled, appareled, furnished and equipped, with machinery and spares as per class requirement and in every respect seaworthy and in

good running order, condition and repair so far as the exercise of due diligence can make her. The Contractor shall take charge of the vessel as custodian-in-trust on behalf of the Owner and the acceptance of said vessel by the Contractor shall constitute full performance by the Company of all the Owner's obligations hereunder except as specifically outlined hereinafter, and thereafter the Contractor shall not be entitled to make or assert any claim against the Owner on account of any representation or warranties explicit or implied, with respect to Vessel unless otherwise notified for defects/deficiencies at the time of taking over.

3.5.2 In order to facilitate handing over of the vessel and machinery/equipment, at the end of the contract, (to the new O&M Sub-Contractor) the Sub-Contractor would prepare necessary handing over documents at least 15 days before the expiry of the sub-contract and submit to Contractor three copies of the same. These documents would include all the necessary details like the status of each and every Geotechnical equipments/machinery as well as Geotechnical stores, spares, consumables, non-operational equipments, outstanding preventive maintenance and surveys, condition of class, outstanding indents in addition to any other details required by the Owner.

3.6 SPECIFICATIONS OF WORK FOR GEOTECHNICAL INVESTIGATIONS

3.6.1 Objective of work for Geotechnical Investigations

The objective of work shall be to provide :-

3.6.1.1 Physical and strength characteristics of soil for design and erection of fixed pile platforms and other installations like PLEM/SBM etc.

3.6.1.2 Physical and strength characteristics of soil for the assessment of leg penetration of leg/mat of jack-up rigs and to estimate soil resistance during pulling out of jack-up footing.

3.6.1.3 Strength characteristics of soil to decide on suitability of deployment of drill ships and for design of conductor casings and sub-seas templates for drilling in deltaic regions.

3.6.1.4 To decide on design & burial of pipeline.

3.6.1.5 To identify and assess geotechnical hazards such as scour, sediment transport, soil movement/mud slides, liquefaction, etc. and to provide recommendation for further study.

3.6.1.6 Any other Geotechnical data/parameters required for design and installation of offshore structures.

3.6.2 PROCEDURE OF GEOTECHNICAL INVESTIGATIONS

Field Investigation

The field investigations includes :

3.6.2.1 Boring and sampling upto a maximum depth of 250 Mtrs. below seabed. Sampling shall be preferably by push-in sampler but in cemented sands where required sample recover cannot be achieved sampling shall be taken by percussion with a wire line hammer.

3.6.2.2 Collection of undisturbed and disturbed soil samples and sealing, waxing and labeling of samples.

3.6.2.3 Carrying out in-situ Cone Penetration Test with pore pressure measurement (CPTU) / in-situ pore pressure measurement with down-the-hole cone penetrometer, Field Vane Shear Test or other penetrometers as required for the entire depth of bore hole.

3.6.2.4 Drilling in all types of rocks and collection of cores.

3.6.2.5 Essential laboratory tests on samples on board the Vessel.

3.6.2.6 If required by company or field situation warrants, Echo sounding with vessel's echo sounder. Two cross profiles each of 1000 Mtrs length shall be run at the bore hole location.

3.6.2.7 Measurement of water depth during investigation at half hourly intervals by echo sounder and actual measurement of water depth at commencement and completion of each boreholes by WISON CPT and Drill pipe or other acceptable method.

3.6.2.8 Water depth to be correlated with the Echo sounder and echo-sounder to be operated on both the frequencies to counter check water depth. Echo sounder to be calibrated at regular intervals.

3.6.3 Sampling and Insitu Test Procedures

The sampling and Insitu test procedure shall be as under:-

- i) For the main borehole:
 - a) Near continuous sampling up to 15 metres below seafloor.
 - b) Sampling at 0.5 m interval between 15 to 30 m depth below seafloor.
 - c) For depth greater than 30 m below seafloor, alternate CPTU and sampling with a gap not exceeding 1 m of untested / un-sampled depth. Where the stroke of CPTU reaches the maximum allowable limit of resistance for the equipment before completing penetration of 1.0 m length in a stroke, further attempt should be made to carry out the CPTU after drilling out 0.5 m depth below the last depth tested. CPTU up to a total length of 3 m shall be attempted in such cases, with short CPTU strokes before sampling is carried out at greater depth.
 - d) The contractor should ensure that at least 30 cm in length of undisturbed sample is obtained in cohesive soils. If the samples of the required length cannot be obtained in one attempt, additional sampling should be taken in that strata. In cohesion less soil, if soil sample cannot be recovered core catcher should be used to recover samples for examination.
- ii) Continuous CPTU shall be conducted at a separate borehole about 5-10 m apart from the main borehole (where both CPTU and sampling are carried out), generally, up to a depth of at least 30 m below seafloor for piled platforms/structures and jack-up locations.
- iii) Lesser depth of CPTU or sampling may be considered for soil investigation related to design/installation of the specific structures/foundation or pipelines where reasonable interval for sampling and in-situ test will be decided by Contractor's Geotechnical Engineers in consultation with owner.
- iv) FVT (Field Vane Shear Test) will be conducted at a separate borehole 5-10 m away from the other boreholes, at intervals of 5 m or at clay strata upto a depth of 30m below these a floor. If soft or firm clay occurs at depth greater than 30 m, FVT will be carried out to depth exceeding 30m.
- v) Sampling and testing procedure can however be modified by Senior Geotechnical Engineer of the Contractor in consultation with Owner's representative, depending upon the type of soil encountered and the purpose of investigations.
- vi) The contractor should ensure that at least 30 cm in length of undisturbed sample is obtained in cohesive soils. If the samples of the required length cannot be obtained in one attempt, additional

sampling should be taken in that strata. In cohesion less soil, if soil sample cannot be recovered core catcher should be used to recover samples for examination.

viii) Contractor's Geotechnical Engineers on board the vessel shall work out axial load carrying capacities of piles by the following the latest API RP2GEO methods (main text) or any other method prescribed by the owner.

ix) Jack up rig leg penetrations would also worked out for all exploratory / well platform locations, as required following latest versions of relevant SNAME and ISO standards.

x) Contractor's Geotechnical Engineer would also carryout onboard the vessel any other engineering analysis as required by Owner.

3.6.3.1 Depth of boreholes to be investigated shall be as under:- The bores for platform shall be generally, terminated at a depth of 125 metres or at a depth where 45 MN of axial load capacity in compression is achieved for a pile of outer diameter 1.524 m (60 inches) as per latest version of API RP2GEO method (main text) plus 10 m extra, whichever is deeper.

3.6.3.2 In case of shallow bores for assessment of leg penetration of jack-ups normally investigations shall be carried out up to 40 metres depth. However, if competent strata are encountered at a shallow depth which are capable of sustaining a preload pressure of 400 kPa with an adequate factor of safety against punching failure, the bore hole may be terminated at a depth of 30 m or the expected depth of footing penetration plus 21 m whichever is greater.

3.6.3.3 In case of short boreholes along sub-sea pipeline alignments, near continuous sampling is to be done for entire depth of borehole. Boring shall be terminated at 5 m depth. Where bed rock is encountered borehole shall be terminated after boring 3min hard strata at the discretion of Owner's representative.

3.6.3.4 Spacing of boreholes and in-situ tests along the pipeline route will be decided in consultation with owner and in line with requirement governed by results of shallow seismic survey of the area. 30% of boreholes and in-situ test points should be adjacent to each other. For pipeline supports with anchor pile and other subsea structure at valves, crossing etc. survey shall address the special requirement of borehole depth for sampling and in-situ testing.

3.6.4 Onboard laboratory Testing

3.6.4.1 Essential laboratory tests for determination of preliminary axial load carrying capacity of piles, estimation of leg penetration of jack up rigs and for determining depth of burial of pipeline below sea floor and for proper identification and classification of soil/rock shall be carried out on board the vessel. These should be done with minimum time delay after sample recovery. The tests include:

3.6.4.1.1 For cohesive soils miniature vane shear test, unconsolidated undrained triaxial test, unit weight and moisture content.

3.6.4.1.2 For cohesion less soil- unit weight and moisture content.

3.6.4.1.3 For rock sample - Point load test.

3.6.4.1.4 Any other tests, as required.

3.6.5 On board preliminary report.

3.6.5.1 On board preliminary report shall be submitted in three copies within two days of completion of each bore hole by Sr. Geotechnical Engineer. The reports shall also be submitted in two soft copies either on floppy discs or on CD-ROM.

The report shall consist of :-

- a) Computed UTM/Geographical co-ordinates of the boreholes.
- b) Bore log.
- c) Weight of hammer, height of its fall, sample diameter, blow count Vs. recovery of samples.
- d) Lithology and classification of soil strata by visual observation.
- e) Insitu and on board lab test results.
- f) Record of water depth against time.
- g) Design shear strength profile and design parameters. (unit skin friction and end bearing).
- h) In case of platform bore holes preliminary axial load carrying capacity curves of piles as per standard engineering practice
- i) In case of shallow bore holes for exploratory locations and deep bore holes for well platforms an assessment of leg penetration for specified jack-up or specified pre-load pressure ranges.
- j) Engineering data for SBM/PLEM where applicable.
- k) Engineering data for pipelines in case of short boreholes.
- l) Any other data as required. This may include co-relation of Geotechnical data along a pipeline route with Geophysical data. (Geophysical data in such cases would be provided by Owner).
- m) Submission of Soil Reports: Upon completion of the PCPT and soil coring work at the location bidder shall submit onboard report within three (03) days.

3.6.5.2 Preliminary design of platforms/SBM/Plem and pipelines etc., will be taken up as soon as the onboard data and preliminary report is received. Hence while submitting the reports, Contractor should furnish all required designed data and his considered recommendations. Similarly the deployment of jackups on shallow locations would be taken up on the basis of onboard report. Sufficient test should therefore be carried out on the samples collected and the report should clearly state the expected leg penetrations and precautions, if any, required at the time of pre-loading.

3.7 REPORTING FOR DIVING INSPECTION JOBS – NOT APPLICABLE.

SCHEDULE: C

4.0 Qualification and Experience:

Qualification and experience requirement of Geotech personnel (of both regular and callout personnel) will be as under. Experience as trainee or under evaluation under respective category will be reckoned while considering the fulfillment of experience criteria. Payment will be governed as per Clause 8.0 of GCC of Contract. The Sub-contractor will ensure that all personnel deployed onboard the vessel meet the requirements of Indian Merchant Shipping Rules.

4.1 GEOTECHNICAL SERVICES

QUALIFICATION/EXPERIENCE REQUIREMENTS FOR GEOTECHNICAL /DRILLING PERSONNEL

4.1.1 DRILLING ENGINEER:

Have a minimum of two years of drilling experience in offshore on floating vessels including one year of drilling experience on board geotechnical vessel in offshore geotechnical investigation with wireline operated sampling and Insitu Static CPT testing and in repair and maintenance of drilling and geotechnical equipment.

4.1.2 GEOTECHNICAL ENGINEER:

- i) i) Must have graduate degree in Civil Engineering, but preferably, a Post-graduate/Doctorate degree in Geotechnical engineering or soil mechanics.
- ii) Should have experience as a geotechnical engineer (minimum 3 years of experience for engineer with post-graduation/Doctorate degree in soil Mechanics/geotechnical Engineering or 5 years of experience for graduate Civil Engineering as a geotechnical engineer in engineering analysis) in-situ testing, lab testing and interpretation of test results related to offshore geotechnical investigations. He/she should have proven experience in geotechnical analysis including, but not limited to determination of axial load carrying capacity of piles following the international standards e.g. as per latest version of API RP 2GEO or any user-defined method as prescribed by owner, jack up leg penetration analysis using latest versions of relevant SNAME and ISO standards, identification and classification of soil. Should have at least 1 year of experience in supervising offshore geotechnical investigations in field with wireline operated sampling and in-situ static CPTU testing out of the above 5 years of the prescribed experience. Note: Out of the two Geotechnical Engineers present onboard the vessel, one will be designated as Senior Geotechnical Engineer by the Sub-Contractor. Sr.Geotechnical Engineer will be the overall in charge of geotechnical operations.

4.1.3 STATIC CONE PENETROMETER OPERATOR-CUM-TECHNICIAN

Have minimum one year experience in offshore site investigation in the operation and maintenance of wire line push sampler(WIP sampler) and wire line cone penetrometer(WISON).

4.1.4 STATIC CONE PENETROMETER HELPER

- i) Have a Diploma in Electronics of Board of Technical education in India or equivalent.
- ii) Have minimum two years experience in installation, maintenance and repairs of measurement instruments and industrial instrumentation.

4.1.5 LABORATORYTECHNICIAN

- i) Have a graduate Degree or Diploma in Civil Engineering as minimum qualification.

- ii) Have experience (of minimum 3 years for Diploma holder and 2 years for higher qualification than Diploma) as Geotechnical Technician in all aspect of Geotechnical investigation

4.1.6 RIG MECHANIC

Have diploma/degree in mechanical engineering (This is applicable to new recruits only). Have minimum two years working experience in repairs and maintenance of high pressure hydraulic systems and controls, hydraulic winches, mud pumps and other drilling equipments including one year on a Geotechnical vessel. The rig mechanic also should be competent for welding jobs.

4.2 CALL OUT PERSONNEL

4.2.1 Drilling Expert

- i) Have valid Offshore medical.
- ii) Have a graduate degree in Mechanical Engineering.
- iii) Have a minimum of 6 years experience of offshore drilling operations in Marine soil investigations with wireline operated sampling and Insitu CPT equipment. In particular he should have experience of operation/maintenance and management of offshore drilling operations in marine soil investigations with wireline operated sampling and Insitu CPT equipment for a minimum of three years.

4.2.2 Geotechnical Expert:

- i) Have a valid offshore medical fitness certificate.
- ii) Must have a graduate degree in Civil Engineering, but preferably, a Post-graduate/Doctorate degree in Geotechnical engineering or soil mechanics.
- iii) Have a minimum of 8 years of experience in total management responsibility in Marine soil investigations with wirelineoperatedsoilsamplingandin-situCPTUtestequipmentandpersonnelandperformancethereofincluding quality of work and engineering analysis thereof consisting of:
 - a) Computation of ultimate axial pile capacity, pile load-displacement data such as p-y, t-z and Q-z, mud mat bearing capacity, design of conductor casing and template penetration in case of deep bores for platform locations.
 - b) Computation of penetration of legs/mat of jack-up rigs in case of shallow boring for jack-ups.
 - c) Axial pile capacity and load-displacement data p-y, t-z and Q-z in case of shallow bore for SBM/PLEM locations.Contractor'sgeotechnicalexpertshouldalsohaveexperienceincarryingoutpiledrivabilitystudyandengineering analysis related to pipeline bores which include recommendation and burial requirements of the subsea pipeline. He/she should have participated in field investigation and subsequent engineering analysis for piled offshore structures acceptable to certifying agencies and designers in water depths exceeding 50 metres during last three years.

4.2.3 CPT Expert

- i) Have valid offshore medical.
- ii) Hold a valid relevant trade certificate as a Mechanical and Electrical technician.

iii) Have a minimum of 4 years experience in offshore site investigations in the maintenance and operation of wire line push sampler (WIP Sampler), wireline cone penetrometer (WISON) or equivalent of those.

4.2.4 BASE MANAGER FOR GEOTECHNICAL SERVICES.

- i) Should have degree in any branch of engineering.
- ii) Minimum 2 years experience of management/supervision of a geotechnical vessel including planning and supervision of repair and maintenance of Geotechnical equipments/machinery.

Note: During the contract period, some of the existing equipments may be replaced by OWNER with the latest state of the art equipments.

4.2.5 STOREKEEPER

- i) He should have a valid medical certificate from any registered medical practitioner.
- ii) He should be minimum ITI certificate with computer working knowledge and at least 1 year experience in store activities or he should have minimum 730 days experience as a store keeper in MSVs/ DSVs/GTVs.

4.3 Experience Relaxation For Indian Geotechnical Personnel:

4.3.1 RIG MECHANIC :

In case of Indian personnel (having diploma/degree in mechanical engineering) having minimum one year working experience in repairs and maintenance of high pressure hydraulic winches, mud pumps and other drilling equipments shall be considered as trainee rig mechanic on the vessel with prior approval of ONGC. Such trainee after 180 logged days of training will be given independent charge for 6 weeks for evaluation. On the strength of the evaluation made by concerned officers and ONGC, the trainee rig mechanic may be considered for the category of rig mechanic. The rig mechanic also should be competent for welding jobs.

4.3.2 Indian Personnel having requisite qualifications and experience can be considered for the higher post/posting for the categories as given under, after undergoing training onboard GTV as trainee for 6 weeks, Trainees after 6 weeks of onboard training experience will be given independent charge of operations for 3 weeks under supervision /watch of qualified personnel. On the strength of evaluation made by qualified personnel and ONGC, trainees may be considered for the particular category.

Only following categories as per experience as given below will be considered under this clause:

- i) From the category of Roustabout to Drilling Engineer:

Minimum two years (360 logged days) experience as roustabout on GTV or on any other geotechnical vessel during the past 3 years and having experience of 180 logged days as Assistant Driller .

- ii) From the category of CPT Helper to CPT Operator cum Technician:

Minimum 180 days onboard vessel experience as CPT helper onboard on GTV during the last 3 years.

NOTE:

1. Logged days referred in this section will mean offshore days.
2. Such selection of personnel for training/evaluation would be completely at the discretion of ONGC.

4.4 No reduction or increase in the crew will be effected by the Sub-Contractor without prior approval of Contractor/Owner. The Standard requirement of regular and call-out crew is as per schedule D.

4.5 In case of any shortage in the Geotech crew (either regular or call-out) at any stage of the contract penalty as per Clause 8.10 of GCC(Annexure I) shall be applicable.

4.6 The Sub-Contractor will ensure that the operations are carried out by competent personnel and internationally recognized practices are adhered to.

4.6.1 Personnel proposed to be deployed for categories other than specifically mentioned under this schedule, should have minimum 360 logged days in last 5 years experience in their proposed position.

5.0 Computer operator at ONGC base: The bidder will also have to provide one Computer Operator at ONGC Base along with the above Geotechnical personnel.

5.1 Scope of work

- Data entry directly on the application screens.
- Data capture from physical data format (paper/hard copy/manual) to data Templates.
- Data collection from soft data format (EXCEL, Text files, WORD documents Etc.) to data templates.

5.2 Working Time only for Computer Operator at ONGC base

Data Entry Operator is required to work between 10 am to 6 pm from Monday to Friday ((+) (-) 1 hr as per ONGC Office time) (8 hours daily) & if required on Saturday and holiday with the same rate. Per hour rate will be equal to daily rate divided by 8 hours.

5.3 Qualifications

- Should have experience in working on computer and working knowledge of MSOffice.
- Age should be preferable under 50years.

ANNEXURE III-A

DETAILS OF PERSONNELS TO BE DEPLOYED BY BIDDER.

1.1 GEOTECHNICALSERVICES.

A) PERSONNEL ON CALL OUTBASIS

Sl. No.	Category	No. Of Persons Required
(1)	(2)	(3)
1.	Drilling Engineer	2
2.	Geotech Engineer	2
3.	Static cone penetrometer operator cum technician.	2
4.	Static cone penetrometer helper	2
5.	Lab technician	2
6.	Roust about	2+2
7.	Rig Mechanic	1
8	Store Keeper	1
9.	Base Manager (Geotechnical Services)	1

ANNEXURE III-B

B) PERSONNEL ON A REGULARBASIS.

Sl. No.	Category	No. Of Persons required
(1)	(2)	(3)
1.	Rig Mechanic	1
2.	Roustabout	2
3.	Computer operator at ONGC base.	1

ANNEXURE III-C

C) EXPERTS ON CALL OUTBASIS

SL. No.	Category	No. of Persons Required
(1)	(2)	(3)
1.	Drilling Expert	1
2.	Geotechnical Expert	1
3.	CPT Expert	1

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Instructions for filling the Price Bid**NOTE:**

- i All bidders are required to quote in Indian Rupees only. Bids will be evaluated in Indian Rupees. ii Bidders are to quote per person per day rate in the Price Bid.
- iii The price bid is in the item section of e-bidding portal. The rates are to be filled in the same. The prices should not be revealed in the technical bid. Revealing the prices in the technical bid will lead to disqualification.
- iv The above rates should be inclusive of all taxes ,duties, levies, port charges, etc. including personal taxes and corporate taxes for the entire scope of work but excluding Goods and Service tax(GST).
- v No Mobilisation/Demobilisation charges shall be paid during the entire duration of the contract, hence bidders should load the charges for the mobilization demobilization in their price bids.
- vi Goods and Service tax(GST): Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc..) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and SCI would not undertake any responsibility whatsoever in this regard. In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading SCI will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.SCI will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- vii The total number of days given in the price bid is for evaluation purposeonly.The same is indicative figure only.
However, there is no guarantee that the personnel will be utilized as per evaluation days in the firm contract period.
- viii The bids shall be evaluated based on total evaluated price and comparison will be done accordingly for award of contract.
- ix The daily rates for regular, call-out crew will be paid from the time they report at the vessel.
- x Bidder has to quote for all the items in the price bid.

The evaluation quantity given in the price bid				
Sl. No	Category	No of Personnel required	Total number of days	Total evaluation quantity
		A	B	C=A x B
PERSONNEL ON CALL OUT BASIS				
1	Drilling Engineer	2	250	500
2	Geotech Engineer	2	250	500
3	Static cone penetrometer operator cum technician.	2	250	500
4	Static cone penetrometer helper	2	250	500
5	Lab technician	2	250	500
6	Roustabout	4	250	1000
7	Rig Mechanic	1	365	365
8	Store Keeper	1	365	365
9	Geotech Base Manager	1	260	260
EXPERTS ON CALL OUT BASIS				
10	Drilling Expert	1	30	30
11	Geotechnical Expert	1	50	50
12	CPT Expert	1	20	20
PERSONNEL ON REGULAR BASIS				
13	Rig Mechanic	1	365	365
14	Roustabout	2	750	750
15	Computer operator at ONGC base.	1	260	260