CORRIGENDUM - ANNEXURE-I

Appointment of Consultant for New Vessels Acquisition (Tender Ref : NCAOR/NORV/07)

S. No.	Tender Description	Queries	Clarifications		
١.	I. Maritime Associates Pte Ltd, Singapore.				
Section	1				
1.	Section 1 – 1.2 NCAOR is proposing for acquiring three research vessels, two for carrying out oceanographic research and one for fishery research and other exploratory programmes of India. For this purpose, NCAOR invites bids from reputed firms or consortiums with relevant experience for awarding the work of CONSULTANT FOR RESEARCH VESSELS for developing Guideline Specifications Document (GSD) and cost / time frame estimation for all three vessels.	 (i) Please clarify 'other exploratory programmes'. This is to incorporate relevant design Classification notations for the designs. (ii) As per Section 2.3.8 and Section 3, the GSD calls for a throrough Basic Design and hence suggest the terminology Guideline Specifications Document (GSD) to be changed to Basic Design. (iii) As per Sections 3.1.8, 3.1.21 and 3.2.1 Classification of Vessel, Please advise whether the Basic Design(GSD) shall be a Class Approved Basic Design or a Class Compliance Basic Design. 	 (i) Other exploratory programmes will be carried out utilising the listed equipment and facilities and do not require any change to the outline specifications. (ii) Parameters at 2.3.8 are provided for examination to prepare concept design and the consultant is not required to submit basic design. (iii) GSD document and design are to be Class Compliance. No class approval required at this stage. 		
		Please clarify that the Bidder is not required to submit any Basic Design (GSD) on 23rd December 2014. As per Section 4.9, the Bidder shall guarantee to commence work within seven days from the award of the Contract and receipt of initial down payment whichever is later.	Not required.		
Section					
2.	Section 2 – 2.3.2 To provide makers list for all major & critical machinery / equipment. The makers should be reputed firms	Any preference on countries from which the reputed firms should originate from?	No.		

Pre-bid meeting : 17th November, 2011 : QUERIES & CLARIFICATIONS

	engaged in manufacture/supply of relevant shipboard machinery / equipment.		
3.	Section 2 – 2.3.4 Specifications and makers list of Scientific Equipment shall be provided by NCAOR.	As the Scientific Equipment Makers List is provided by NCAOR, will the cost of the equipment will also be given by Maker to NCAOR ? Request NCAOR to provide cost of Scientific Equipment along with Makers List to the Bidder for the following reasons: This is to avoid the Scientific Equipment Supplier: (i) to have biased pricing levels to different Engineering Consultants seeking pricing from the Supplier. (ii) to have different delivery schedule of the Scientific Equipment to different Consultants/shipyards.	Consultants should prepare cost estimate of scientific equipment as per the makers list to be given by NCAOR.
		Thereafter as per Section 2, sub-clause 2.3.11 and 2.3.12, the Bidder will incorporate the time and costs into the Lumpsum Quote that would be quoted by the bidder.	Time and Cost estimations are part of workscope and need not be submitted with the bid.
		Alternatively, NCAOR could allow Bidder to exclude supply of Scientific Equipment. The Scientific Equipment could be supplied by NCAOR and address this issue separately to shipyards during the Construction tender Bid.	Supply of equipment is not in the scope of consultant work.
4.	All operational facilities required for each equipment on a research vessel and to be provided by the shipyard are also to be detailed and provided in the GSD.	As the Research Scientists will be familiar with the facilities required for the Scientific Equipment, all operational facilities to be discussed during meetings and to be specified to the vessel designer so as to incorporate in the design of the vessel and later pass to the shipyard for quotation purposes.	Consultant by virtue of his previous design experience with similar vessels, to be able to suggest the detailed layouts of important operational facilities.
5.	Section 2 – 2.3.8 Bidder will critically examine all aspects required for shipbuilding, including but not limited to the following while developing the concept design and	The Clauses mentions for a thorough 'Basic Design' instead of just a 'Guideline Specification'. The Bidder hence suggest that the terminology to be changed to 'Basic Design' for the 3 vessels thorugh out the Tender Document instead of 'Guideline Specifications	No change required to tender doc.

	building specifications: 2.3.8.1 to 2.3.8.10	Document'.	
6.	Section 2 – 2.3.8.5 91. Electric load and DG set capacity arrival with a growth margin of 20%	Please specify, if any, the anticipated 20% increase with respect to systems like Propulsion or Scientific Equipment etc?	It is on total electrical load.
7.	Section 2 – 2.3.9 For finalizing the GSD, the consultant has to visit NCAOR or anywhere in India for discussing with users, experts and experts' committee for finalizing the GSD and completing the deliverables. Interactions with the prospective users of the vessel and scientists of NCAOR, CMLRE and other agencies nominated by NCAOR shall also be carried out by the consultant during the course of the work.	As per Section 4, sub-section 4.58, the Bidder has to finalise the Design within 6 months from the date of award of Contract to the Bidder, to avoid the Liquidated Damages as per Section 7 sub-section 15, the Bidder proposes that the visits limited to the following: (i) we propose that NCAOR to pass all information to the Bidder within 3 months from the date of award of Contract to the Bidder. (ii) The Bidder proposes total three (3) visits, one visit per month, each visit not more than 4 days and the last visit to be in the 3rd month from the date of award of Contract. (iii) As per section 3, sub-section 3.1.8, since the Basic Design (GSD) requires approval from IRS and also any one of the reputed and permanent members of IACS, any delays caused due to the delay in Class approval due to the lack of information provided in the information by the nominated personnel of NCAOR, the Bidder shall not be liable for such delays and shall not be penalised by NCAOR by way of penalty or liquidated damages. OR ALTERNATIVELY, NCAOR to propose the number of visits to the separate individuals or agencies, locations of visits etc. This is crucial in costs estimates to incorporate into the final lumpsum cost. In any case, NCAOR shall indicate the number of occasions to meet with nominated people and shall be construed in such a way so as to take in account of the time frame given to Bidder to complete the specified	Consultants to make four visits of not more than 3 days each at the request of NCAOR. Consultants may make any additional visits as required by him to complete the job without any additional cost. Visits may be either to Goa, New Delhi or anywhere in India.

		work as indicated in Section 4.58	
Section	3		
8.	Section 3 3.1 to 3.3.4	Same comment as in Section 2.3.8 above	No change required to tender doc.
9.	Section 3 – 3.1 Common features, functional requirements for all three vessels (all figures indicative)	Is there any uncommon features NCAOR wish to highlight especially with respective to the Scientific Equipment. Is the Scientific Equipment list complete as given in Section 3.2.10? Is there any duplicated Scientific Equipment or redundant scientific equipment given in the list?	As specified in para 2.3.4
10.	Section 3 – 3.1.8 The vessel should be classed with IRS and any one of the reputed and permanent members of IACS, with appropriate notations for ORV, DP etc.	Since the Basic Design (GSD) requires approval from IRS and also any one of the reputed and permanent members of IACS, any delays caused due to the delay in Class approval due to the lack of information provided in the information by the nominated personnel of NCAOR as mentioned in section 2.3.9, the Bidder shall not be liable for such delays and shall not be penalised by NCAOR.	No class approval required at this stage. However, the GSD designs and specifications are to conform to class requirements.
11.	Section 3 – 3.1.21 Vibration and Noise The vessel to have DNV COMF-(V3)(C3) notation or equivalent whilst allowing thrusters to operate at minimum 40% load. DNV VIBR class or equivalent to be applied for essential machinery and equipment and to avoid fatigue damage to important structural elements. Ships to be hydro-acoustically quiet, and shall comply with the DNA Silent-A or equivalent notation.	Please advice whether the Bidder could go with ABS equivalent or any other Class equivalent for the said DNV notation.	Any approved IACS member should be acceptable, who has notations for these type of vessels.
12.	Section 3 – 3.2.1 Classification	Same comment as in Section 3.1.21 above	1

1			1
	The vessel should be classed in highest		
	non-ice class notation with dynamic		
	positioning system as per IMO DP Class		
	2.		
Section	4		
13.	Section 4 – 4.9 The bidder must give a Guarantee that work will commence within 7 days of the award of the work	To rephrase as follows: The bidder must give a Guarantee that work will commence within 7 days of the award of the work and receipt of down payment from NCAOR	No change to tender term envisaged.
14.	Section $4 - 4.39$ The applicable TDS as per Income Tax Act would be deducted at the time of payment. It shall be the responsibility of the Consultant to submit to the concerned Indian Authorities the returns and all other connected documents required for this purpose.	The Bidder's quote shall be 'Nett Price'. Any surcharge in terms of taxes, fee etc with respect to the payment of Duty and tax of host country shall be over and above the quoted Nett Price and shall be invoiced 'back to back' to NCAOR. Please note that any duties & taxes by the country where the Bidder originates the Quote, shall be borne by the bidder.	Price bid shall be as per the format at section-10 points 10.1 and 10.2.
		As our HQ is foreign-based, please advice the applicable TDS as per Income Tax Act. Since the consultancy services is for NCAOR, will all taxes be waived off?	For TDS, please refer Govt of India Income Tax Act, 1961, amended from time to time. Taxes will not be waived off by NCAOR.
		Please advice: During Invoice submission what are the connected documents required for submission of Invoices. Please specify the connected documents and the average time to receive such documents from the Indian Authorities.	Invoices should be supported by proof of deliverables as per payment terms of tender.
15.	Section 4 – 4.43 NCAOR shall if so required, by the applicable laws in force, withhold from the amount due to the Consultant, income tax payable by the Consultant at the rate in force, and pay to the Indian Tax Authority directly. It shall be the Consultant's sole responsibility to	Please advice on percentage, the taxes to be paid with respect to income tax or service tax or corporate tax or any other taxes involved. Since the consultancy services is for NCAOR, will all taxes be waived off?	As per Govt of India Income Tax Act, 1961, amended from time to time.

d			
	letermine the amount of Taxes as due		
	and admissible and the likely rate at		
w	which the deductions will be made on		
a	account of taxes etc. by NCAOR for		
p	bayment to the Indian Tax Authorities.		
16. Se	Section 4 – 4.54	Assume the year mentioned is typo error. Please advice.	To be corrected as 23 rd May, 2015.
B	Bidders shall submit along with their	Section 11 stipulates 23rd May 2015.	
T	ender, a Bid Bond for a sum of INR. 10		
la	akhs (Indian Rupees Ten Lakhs) or USD		
1	17,000/- or EURO 12,500/- from a		
re	eputed Bank (Schedule-A bank in India		
0	or a foreign bank having branch in		
Ir	ndia), initially valid upto 60 days from		
	he date of bid validity i.e. bidbond to		
b	be valid till 23rd May 2014.		
Section 5			
17. Se	Section 5 – 5.2	Proposed Payment Terms: changes suggested in	
P	Payment shall be made in the following	percentage only	
st	tages by NCAOR:		No change to tender term envisaged.
0	On signing of contract - 10% advance	30% instead of 10%	
a	against Bank		
G	Guarantee.		
18. 2	2) Submission of draft	30% (remains same as NCAOR's proposal).	
d	locuments		
1	. Draft GA or preliminary GA.		
	2. Document on general		
	lescription / tonnage /		
	accommodation / tanks		
	apacities		
	3. Document on hull		
st	tructure/deck fittings		
	I.Document of electrical &		
4.			
	control systems		

	trim document 30%		
19.	3) Receipt of all deliverables	30% (remains same as NCAOR's proposal).	
20.	4) Acceptance of all Deliverables 30%	10% instead of 30%	
		In case, if termination of Contract is inevitable as per Section 7, sub-section 10, please advice the percentage of payment receivables if the scope of work is half way done through by the Bidder, for workscope stipulated in 2.1 to 2.4 or 3 or 4.	As specified in item 10.6 of section 7.
Section 6	6		
21.	Section 6 – 6.2 The bidders shall be required to give a Technical Presentation before a Tender Evaluation Committee at their own cost if called for. Any such requirement of the Technical Presentations shall be informed in advance.	Please advice the number of locations/times the Technical Presentation has to be made before the Evaluation Committee.	One presentation.
22.	Section 6 – 6.5.1 Qualifications / Experience of the Bidders 2) Executed atleast three assignments during the last 15 years as on the date of bid closure as a design consultant for oceanographic research vessels and / or fisheries research vessels of 70 m or above and all the said vessels should have been delivered satisfactorily or under construction. Documentary evidence to this effect to be furnished.	We have design experience on ORV but vessel not under construction or delivered on the date of Bid Closure. Are we still eligible to participate in this BID?	As per tender terms, not qualified.

23.	Additional Criteria for Bid Evaluation Section 6 – 6.8 a) Total cost can reasonably be determined from the bidder's response	Please describe the 'total cost' mentioned here.	Total Cost is the cost offered by bidder for the services to be provided as per workscope of this tender.
		Assume the total cost mentioned here is not the cost that includes the construction cost of the vessels.	Ship construction cost not included.
		Section 4.9 spells out that the design work shall only commence within 7 days of award of Contract. As such, the Bidder will neither be able to provide cost estimation on construction of the vessels nor the time estimation to construct the vessels.	Work needs to commence within 7 days of award of contract. Completion within 6 months as per the tender, amended as 8 months.
		The Bidder is given six months from the award of contract to provide the Construction cost and time for construction of the vessel as per Section 4.58	Yes.
24.	 b) All necessary supporting documentation required for evaluation of the financial bid has been provided and is found satisfactory 	Please list down the supporting documentation required to submit for the evaluation.	Given in the chapter "Instructions for submitting Tender" at page no 29 of tender.
Section	7		
25.	9.1.5 acknowledges that the obligations of confidentiality imposed upon each party shall continue (unless the Confidential Information reaches the public domain other than through the receiving party's own fault) notwithstanding that this Agreement may in all other respects have terminated.	continue until which date?. Please specify the date until which the obligations of confidentiality imposed upon each party shall continue.	Till the validity of contract.
26.	10 Termination 10.3 NCAOR may terminate this Agreement: - in the event of Force Majeure existing for a period longer than fifteen (15)	Please see comments under Section 7, subsection 15 below.	

	days; - If NCAOR considers that the performance of the Consultant is unsatisfactory and / or not upto the expected standard. In such circumstances, NCAOR shall notify the Consultant and specify in detail the		
	defects and causes of dissatisfaction and shall reserve the right to terminate the Agreement after giving ten (10) days notice to the Consultant to rectify, at the cost of the Consultant, the		
	defects and remove the causes of dissatisfaction within that period.		
27.	10.4 Notwithstanding anything contained herein, NCAOR may, at its sole discretion, terminate this Agreement by giving Thirty (30) days written notice without assigning any reasons, whatsoever.	Please see comments numbered (iii) under Section 7, subsection 15 below.	Remains as per tender terms.
28.	15 Liquidated Damages	As the Clause mentions for liquidated damages for delays, as there isn't any Clause in the Contract on 'DELAYS', please include the following clauses for delays, in the Contract: (i) Cause of Delay	
		delays due to war, blockage, revolution, insurrection, mobilization, civil commotions, riots, strikes, sabotage, lockouts, high humidity, Acts of God or the public enemy, plague or other epidemics, quarantines, freight embargoes, if any, earthquakes, tidal waves, typhoons, hurricanes, storms, heavy rain (issued by hydro- meteorological sea forecast bureau certified by local chamber of commerce), or other causes beyond the	

BIDDER as the case may be, or delays caused by third	
party (IRS and/or other member of IACS) or NCAOR's	
faulty action or omission, then, in the event of delay	
due to the happening of any of the aforementioned	
contingencies, the BIDDER shall not be liable for such	
delay and the time for delivery of the BASIC DESIGN	
(GSD) under this Contract shall be extended, subject	
however to all relevant provisions of this Contract which	
authorize and permit extension of the time of delivery	
of the BASIC DESIGN (GSD)	
(ii) Notice of Delay	
Within fifteen (15) days from the date of	
commencement of any delay on account of which the	
BIDDER claims that it is entitled under this Contract to	
an extension of the time for delivery of Basic Design	
(GSD), the BIDDER shall advise NCAOR by telefax	
confirmed in writing or by email or other means agreed	
by the parties under hereof, of the date such delay	
commenced, and the reasons therefore, always with	
documentary evidence in support of such cause,	
including an English translation thereof where	
applicable.	
Likewise within fifteen (15) days after such delay ends,	
the BIDDER shall advise NCAOR in writing or by telefax	
confirmed in writing, of the date such delay ended, and	
also shall specify the maximum period of the time by	
which the date for delivery of the BASIC DESIGN (GSD) is	
extended by reason of such delay. Failure by the BIDDER	
to make any of the notifications aforesaid within the	
	party (IRS and/or other member of IACS) or NCAOR's faulty action or omission, then, in the event of delay due to the happening of any of the aforementioned contingencies, the BIDDER shall not be liable for such delay and the time for delivery of the BASIC DESIGN (GSD) under this Contract shall be extended, subject however to all relevant provisions of this Contract which authorize and permit extension of the time of delivery of the BASIC DESIGN (GSD)(ii) Notice of DelayWithin fifteen (15) days from the date of commencement of any delay on account of which the BIDDER claims that it is entitled under this Contract to an extension of the time for delivery of Basic Design (GSD), the BIDDER shall advise NCAOR by telefax confirmed in writing or by email or other means agreed by the parties under hereof, of the date such delay commenced, and the reasons therefore, always with documentary evidence in support of such cause, including an English translation thereof where applicable. Likewise within fifteen (15) days after such delay ends, the BIDDER shall advise NCAOR in writing or by telefax confirmed in writing, of the date such delay ends, shall specify the maximum period of the time by which the date for delivery of the BASIC DESIGN (GSD) is extended by reason of such delay. Failure by the BIDDER

	oresaid shall be deemed a waiver by the	
	im extension under this paragraph.	
	ancel for excessive delay	
	cumulated time of all delays on accounts	
	specified in Paragraph (i) above (Cause of	
	d sixty (60) days or more after the Delivery	
	due to delays in delivery of the NCAOR's	
	and excluding delays due to causes of	
	s, changes and extras as instructed by	
-	ermits extension or postponement of the	
time for deliv	ery of the VESSEL), then in such event,	
NCAOR may	n accordance with the provisions set out	
herein cance	this Contract by serving upon the BIDDER	
telefax notice	e or email of cancellation which shall be	
confirmed in	writing . The BIDDER may, at any time,	
after the accu	umulated time of the aforementioned	
delays justify	ing cancellation by NCAOR as above	
provided for,	demand in writing that NCAOR shall make	
an election, i	n which case NCAOR shall, within five (5)	
days after su	ch demand is received by NCAOR either	
notify the BI	DDER of its intention to cancel, or consent	
to an extensi	on of the time for delivery to an agreed	
future date, i	t being understood and agreed by the	
parties heret	o that, if any further date, it being	
understood a	nd agreed by the parties hereto that, if any	
further delay	occurs on account of causes justifying	
	as specified in this Contract, NCAOR shall	
	e right to cancellation upon the same	
	einabove provided	
	o of Permissible Delay	
	count of such caused as provided for in	
•	Cause of Delay) above, of this Article and	
	ensions of a nature which under the terms	
	act permit postponement of the Delivery	

	from non-permissible delays on account of which the	
	Contract Price of the Basic Design (GSD) is subject to	
	adjustment upwards as per tariff rates provided by	
	BIDDER.	
15.2	Please advice on the terms that the 'Scope of Work'	Supply of faulty equipment and poor
NCAOR may arrange for the scope work	shall be done elsewhere. The Bidder will not be	workmanship by the yard will not be
in default by Consultant, to be carried	responsible for faulty equipment supplied by vessel	attributed to Consultants.
out elsewhere at the cost and risk of	Owner or shipyard, poor workmanship provided by	
the Consultant. Decision of NCAOR, in	shipyard during Construction etc.	
this regard, both in respect of the need		
and cost, shall be final and binding on		
the Consultant. NCAOR in such an		
event may not at its discretion		
terminate the Agreement.		
	To rephrase: NCAOR shall not arrange for the scope of	
	work to be carried out elsewhere without giving the	
	Bidder, the first right of refusal.	
15.4	The Bidder does not agree to remote claims, rights and	No change to tender terms.
The remedy provided by this Clause is	remedies. The maximum amount that could be claimed	
in addition to other rights and	shall not exceed 10% of the total Contract Value at any	
remedies available to NCAOR under the	given point of time.	
law or under this Agreement.		
3		
Section 8 - 2	Same comment as given for Section 4, Clause 4.9.	No change to tender terms.
We undertake, if our bid accepted, to	In addition, during the preparation of the Basic Design	
perform the whole of the Services	(GSD), NCAOR to undertake that any Classification or	
within the time schedule provided and	Statutory new rules to incorporate into the design, the	
at the rates quoted by us, if found	new rules that are published after 23rd December 2014,	
acceptable to NCAOR. It is assured that	shall be considered as additional work and shall be	
the work will commence within 7 days	mutually discussed between NCAOR and the Bidder and	
of award of contract as at clause 4.9 of	shall be charged as additional work.	
the tender.		
	NCAOR may arrange for the scope work in default by Consultant, to be carried out elsewhere at the cost and risk of the Consultant. Decision of NCAOR, in this regard, both in respect of the need and cost, shall be final and binding on the Consultant. NCAOR in such an event may not at its discretion terminate the Agreement. 15.4 15.4 The remedy provided by this Clause is in addition to other rights and remedies available to NCAOR under the law or under this Agreement. Section 8 - 2 We undertake, if our bid accepted, to perform the whole of the Services within the time schedule provided and at the rates quoted by us, if found acceptable to NCAOR. It is assured that the work will commence within 7 days of award of contract as at clause 4.9 of	adjustment upwards as per tariff rates provided by BIDDER.15.2Please advice on the terms that the 'Scope of Work' shall be done elsewhere. The Bidder will not be responsible for faulty equipment supplied by vessel Owner or shipyard, poor workmanship provided by shipyard during Construction etc.15.2Please advice on the terms that the 'Scope of Work' shall be done elsewhere. The Bidder will not be responsible for faulty equipment supplied by vessel Owner or shipyard, poor workmanship provided by shipyard during Construction etc.15.4To rephrase: NCAOR shall not arrange for the scope of work to be carried out elsewhere without giving the Bidder, the first right of refusal.15.4The Bidder does not agree to remote claims, rights and remedies available to NCAOR under the law or under this Agreement.Section 8 - 2Same comment as given for Section 4, Clause 4.9. In addition, during the preparation of the Basic Design (GSD), NCAOR to undertake that any Classification or Statutory new rules to incorporate into the design, the new rules that are published after 23rd December 2014, shall be considered as additional work and shall be mutually discussed between NCAOR and the Bidder and shall be charged as additional work.

Section	12			
32.	Section 12, Sub-section 2		The period given to Bidder to perform the workscope is	No change to tender terms.
			as per Section 4 sub-section 4.9.	
			As such, the Owner is not encouraged to extend the	
			time for performance due to Owner's internal reasons	
			or the reasons mentioned in comments in Section 7,	
			sub-section 15 above.	-
			The design performance by the Consultant shall not be	
			in any way hindered due to change in NCAOR	
			management or any other reasons by NCAOR, except	
			due to Force majure.	
33.	Section 12, Sub-section 3		Comment same as above as in Section 12, sub-section	
			2.	
34.	Section 12, Sub-section 4		Comment same as above as in Section 12, sub-section	
			2.	
II.		sign & Consult GMBH, Ge	rmany	
Section		1		
35.	for each type of vessel (OR		nd one General Arrangement Plan (GAP) to be prepared	Yes.
36.			NCAOR or anywhere in India are mentioned. Is this one	More than one place. Mostly, Goa and Delhi.
		place or several? How man		
37.	2.3.9	Is there a time-estimate for these visits? We would like to discuss with the authors		Consultants to make four visits of not more
		-	rious areas/equipment / functions at the start of our work,	than 3 days each at the request of NCAOR.
			om Germany by email and present/discuss/amend/change	Consultants may make any additional visits
		before finalising.		as required by him to complete the job
				without any additional cost. Visits may be
				either to Goa, New Delhi or anywhere in
C	<u> </u>			India.
Section	1	The device states of the		Consultant and a second state of
38.	-		Suideline Specifications (GSD) and two General	6 months as per tender, amended as 8
		Arrangement Plans (GAP)	nciuaing	months.
		-makers list,		
		-compliance list	notice and delivery	
		-time estimation for const	ruction and delivery,	

39.	No reference in tender	 -cost estimation including tests, trials, training etc. can not be done in parallel since there is sequence of work, which cannot be overcome by more manpower. Including the interactions/visits with customers and the fact that the 2 designs can only partly be worked on in parallel, our time estimate is 2 month more than the 6 stipulated in the tender. We therefore propose an increase of the time allotted from 6 to 8 months. Can you agree? There are shipyards and equipment suppliers who are interested in shaping the design in favour of their requirements and thus hope to profit in later construction/delivery orders. They will be in a position to underbid the offer of independent design/engineering offices. Will the exclusion of such offers be addressed in your procedures? 	Qualification criteria shall be as per the tender.
Section	7		
40.	5.6	Can you please specify TDS?	Tax Deducted at Source (TDS), as per income tax act 1961.
III.	Vik-Sand	dvik Design India Pvt. Ltd.	
41.	1	Are items listed under 2.3.8.1 to 2.3.8.10 are headings of GSD?	As given in para 2.3.8.
42.	2.3.9	How many visits and what are the places of visit required?	Consultants to make four visits of not more than 3 days each at the request of NCAOR. Consultants may make any additional visits as required by him to complete the job without any additional cost. Visits may be either to Goa, New Delhi or anywhere in India.
43.	4.25	For bidders who do not agree to extend validity – NCAOR should provide an opportunity to furnish a fresh price bid as it is not fault of bidder to have exceeded validity date	As specified in 4.25
44.	4.29	Whether all the members of Consortium have to fulfill the technical & commercial qualification criteria individually or only the leader of the consortium has to fulfill the criterias? Can you please elaborate?	Read 4.29 to be read in conjunction with 6.5.1 and section 14.
45.	5.2	Payment stage 3 & 4 Describe deliverables which are not defined anywhere	Stage 3 deliverables: Submission of finalized documents as per workscope. Stage 4: Satisfactory acceptance of all deliverables by NCAOR.
46.	5.2.1	Satisfaction is a subjective clause. Services shall be as per contract. Request to	Satisfactory completion of workscope as per

		replace the wording.	contract terms.
		Conflicting requirement as tender calls for broad based design and allowing yards to quote their design	There is no conflict.
48.	5.2.9, 6.1	Request to kindly replace word 'Satisfaction' with "requirements of contract"	'satisfying requirements of contract'
49.	5.2.9 <i>,</i> a)	Kindly elaborate 'Conflict of Interest' ? Can the successful bidder provide Basic and Detailed Design to yards for quoting in response to the ship building tender? Or is it barred?	Para 5.2.9 pertains to current contract only
50.	5.2.9 <i>,</i> b)	If it is barred, how this design will be built by shipyard?	
51.	6.5.4	Please define criteria for consortium members	Read 4.29 to be read in conjunction with 6.5.1 and section 14.
52.	9.2, 9.3	Ownership & IPR of designs are traditionally kept with vendors. Only building rights for one or more vessel as per this design is granted. Kindly request to modify.	As per tender.
53.	10.4	Termination cannot be one sided without any reason. If it is without reason, all charges, for work done by consultant, work done but not delivered, loss of profit has to be paid	As per Govt of India norms.
54.	13.5	Termination during Force Majeure is unfair against fundamental rights. Request to kindly remove	As per tender
IV.	Grintex	India Limited, India.	-
55.		How many visits to NCAOR or other agencies may be required and for how much duration?	Consultants to make four visits of not more than 3 days each at the request of NCAOR. Consultants may make any additional visits as required by him to complete the job without any additional cost. Visits may be either to Goa, New Delhi or anywhere in India.
56.		Which all documents need to be submitted as proof of consortium?	Read 4.29 to be read in conjunction with
57.		Is it mandatory to submit ink signed copy of the consortium agreement?	6.5.1 and section 14.
58.		In case of a consortium, can the bid bond be submitted by the lead party?	Yes.
59.		In case of a consortium, can the Bank guarantee be split in INR and foreign currency to be submitted by both the consortium partners in proportion to their share?	No.
60.		Can the final bid be split in Indian and foreign currency?	Yes.
61.		At para 4.54 of the tender document, the bid bond validity has been mentioned as	To be corrected as 23 / May / 2015.

62.		Can the exemption be provided from submitting the bid bond if the bidder or prime bidder (in case of consortium) is a Registered Small & Medium Enterprise firm. or is already registered as a registered vendor with Government of India Organisations?	No		
63.		Qualification criteria specifies that the bidder must have successfully completed at least three design projects of ORV or/and FORV. Will the experience related to SRV, PRV or other research vessels will be considered?	As per para 6.5.1 (2)		
٧.	V. Fincantieri Cantieri Navali Italiani S.p.A, Italy.				
64.		Would the tender for the construction of the vessels be an international tender or only for Indian shipyards.	Not relevant at this stage		
65.		In case Fincantieri S.p.A., Italy is selected as Consultant, would the company be allowed to participate in the tender for the construction of the vessels either directly or as a partner to an Indian shipyard.	Not relevant at this stage. Consultant is responsible for present contract only.		

.....