

No. MoES/Task Force-VM/05/2017 PC III

## **GLOBAL NOTICE**

*Inviting*

## **EXPRESSION OF INTEREST**

*for*

**Total Management of Research Vessels (including  
maintenance and operation of scientific equipment)**

**Ministry of Earth Sciences, Government of India  
Prithvi Bhavan, Lodhi Road  
New Delhi--110003**

**September 2018**

## **GLOBAL NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

### **EOI Ref. No. MOES/2018**

Ministry of Earth Sciences (Govt. of India) invites Expression of Interest (EOI) from reputed shipping companies for Total Management of Research Vessels including maintenance and operation of scientific equipment in the prescribed format under sealed covers. The contract is for Running, Manning, Maintenance (including maintenance and operation of scientific equipment), Catering for the Crew and Scientists and Housekeeping of the Research Vessels of the Ministry of Earth Sciences [MoES], Govt. of India. The Research vessels include SagarNidhi, SagarKanya, SagarSampada, SagarManjusha and SagarPurvi.

The last date and time of receipt of EOI will be 1500 Hrs (IST) on 05<sup>th</sup> October 2018 and the EOI will be opened on 8 October 2018 at 1500 Hrs (IST).

The invitation to Expression of Interest is subject to compliance of instructions and conditions as per schedules below: -

1. Chapter –1: Instructions to Prospective Bidders
  2. Chapter – 2: General Information
  3. Chapter - 3: The broad Scope of work or Service
  4. Chapter – 4: Eligibility and prequalification criteria
- Annexure I: Broad specification and scientific details of the Vessels  
Annexure II: Pre-contract Integrity Pact

## Chapter – 1

### Instruction to Prospective Bidders

1.1 Global Expression of Interest (EOI) under sealed cover is to be submitted at Ministry of Earth Sciences, Government of India PrithviBhavan, Lodhi Road New Delhi-110003.

1.2 This is an invitation for EXPRESSION OF INTEREST and not TENDER. No payment will be made to the bidder/responder of such Expression of Interest.

1.3 The experience of the bidder should be provided along with documents for proof thereof for each of the criteria mentioned at chapter-4.

1.4 The offers for EoI sealed in a cover and superscribed “EOI FOR TOTAL MANAGEMENT OF RESEARCH VESSELS; DUE DATE 5<sup>th</sup> October, 2018; should reach Ministry of Earth Sciences, Government of India Prithvi Bhavan, Lodhi Road New Delhi—110003 , India by the due Date i.e. 5<sup>th</sup> October, 2018; 1500 hrs (IST). The offers will be opened on 8 October 2018 at 1500 Hrs (IST), at MoES in the presence of the representatives of the bidders, if any. The sealed covers containing EoI not super scribed as above are liable to be ignored. The representatives of the bidders are welcome to attend the opening of EoI, if they so desire. Scrutiny of documents and evaluation of offer will be carried out subsequently and not on the same day.

1.5 It is the responsibility of the bidders to see that their offers in sealed covers reach the above address by due date and time. The fact that the offer has been posted in time will not bind MoES for considering the offer, in case such an offer is delayed in post or mislaid/misdirected due to incomplete or incorrect address / superscription or other causes.

1.6 An authorized representative of the company may remain present at the time of opening of the offers for Expression of Interest.

1.7 The person signing the Expression of Interest Document should duly authenticate errors or corrections in the EOI, if any. Over-writing will not be accepted.

1.8 The Programme Director, MoES reserves the right to accept or reject any offer or the whole process without assigning any reason to the bidder, whatsoever.

1.9 Any kind of canvassing with regard to offered products services in connection with submission of EOI will lead to disqualification of the offers.

1.10 Expenses towards traveling for attending meetings pertaining to this EoI are to be borne by the prospective bidders only.

## *Chapter – 2*

### **General Information**

2.1 This request for Global EoI is to shortlist the suitable company that are capable of total management of the vessels including maintenance and operation of scientific equipment for MoES.

2.2 Role of the company will be for the total management of the vessels including maintenance and operation of scientific equipment. Brief specifications of the vessels and the details of the equipments onboard each vessels are given in Annexures-I. Detailed specifications of the machinery, equipment and other systems shall be provided in the RFP (Request for Proposal).

2.3 Prospective Bidders should submit original (signed) proposal with all the documents systematically indexed for easy reference. A soft copy of the proposal with all documents may also be provided. The EoI bid document signed by an authorized officer is acceptable, submitted with authorization letter from CEO/CMD. Any document submitted in any language other than English, should be accompanied by certified English copy.

2.4 Prospective Bidders should provide detailed description of the background and organizational setup. The description should include ownership details, date and place of incorporation of the firm, location of facilities etc. Corporate dossier soft copy and print form may be included.

2.5 Prospective Bidders to submit details of experience, Infrastructure details, technical and commercial information as per format specified. A soft copy is also to be provided.

2.6 Based on the response to the EOI, the prospective bidders will be short-listed. Such short-listed bidders will be issued the Request for Proposal (RFP) document which will contain detailed technical specifications, terms & conditions, model contract etc. These companies will be requested to submit the bids in two-bid format (technical and financial bids) as per the guidelines given in RFP. The shortlisted companies shall also receive information that is to be kept confidential and shall sign a Non-disclosure agreement with MoES before issue of RFP. Only the price bids of technically acceptable bidders will be opened for further evaluation.

2.7. Bidders shall also have to essentially sign an Integrity Pact (IP) as at Annexure-II for participating in this Expression of Interest, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. The Integrity Pacts would be implemented through a panel of two Independent External Monitors (IEMs) appointed by the Ministry of Earth Sciences. The names and contact details of the IEMs are mentioned in the Annexure-II. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. Also, IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM.

## 2.8 Pre-bid Conference

2.8.1 Interested bidders may attend the pre-bid conference to be held on **19<sup>th</sup> September, 2018** at **1500** hrs (IST) at MoES, New Delhi, wherein MoES's position on the issues raised by the bidders will be discussed / clarified. All the terms and conditions would be frozen after the pre-bid conference. No change in EoI conditions will be permissible thereafter.

2.8.2. The bidders are requested to submit any query / clarification (if any) on EoI document, by e-mail (**ashok-dod@nic.in/srivastava.pks@gov.in**) or letter to reach MoES on or before **18<sup>th</sup> September 2018** for deliberation in the pre-bid conference. Bidders' queries must be organized in the same order as that of EoI document. The queries raised in advance as above only will be deliberated on priority during the pre-bid conference.

2.8.3 Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder. Every effort will be made to provide deliberation of pre-bid conference proceedings by the best possible communication means. Every bidder may avail the opportunity of pre-bid conference to get first hand details of the proceedings, in their own interest.

2.8.4. Any modification of EoI document, decided during the pre-bid conference will be notified within 7 working days of pre-bid meeting on MoES website. Subsequent to the pre-bid conference, all terms and conditions will be treated as frozen. If there are no modifications envisaged in pre-bid conference, there will not be any update in the website.

## *Chapter - 3*

# **The Broad Scope of Work or Service**

### **3.1. Running, manning and maintenance & catering & housekeeping (total management of the research vessels).**

1. Inventory verification on acceptance of the vessels.

2. Manning of the vessels with suitably qualified officers, crew and settlement of their wage accounts, replacement and repatriation and other establishment matters from time to time as required. To operate the vessels with Master and other Crew members and to carry-out deployment and retrieval of data buoys, current moorings, benthic stations, deployment of tsunami systems, ROSUB, Autonomous coring system, Manned submersible system, Seabed sampling, water column samplings, Geophysical survey, swath bathymetry survey & any programme authorized by MOES at high seas and coastal-waters as described in the document at different places, and to assist the Scientists in collection of samples/CTD measurements/Seabed scanning and for all their activities.

3. Operating the vessels as per the cruise-plan provided and as per the instruction of MoES Institutes/Chief Scientist on-board. The vessel shall be operated strictly as per the instruction manual/SOP, which shall be provided by the Operator duly approved by MoES Institutes after signing the contract.

4. Clearance of the vessels at ports, submitting ship's documents to port authorities, arrangement of berths, pilotage etc. The Operator shall be responsible for obtaining port clearance, arrangement of berths, pilotages (where required) at each calling port and shall maintain safe stay of the vessels in ports for the stipulated period in the cruise programme. No delay on account of the above is permitted. The Operator shall be responsible for clearing men and material that shall be embarking and disembarking through customs/Port/CISF/Immigration and security.

5. Ensuring supply of fresh-water through entire period of cruise and replenishing at every portcall. Fresh-water is required in the laboratories and for washing deck and deck-equipment also. The fresh-water should be potable.

6. Bunkering of vessels: The Operator shall bunker the vessels as and when required, to make the vessels sea-worthy at all times. The log-book containing the fuel levels on-board should be strictly maintained and a report on fuel consumption of the vessel

shall be submitted to MoES Institutes along with monthly reports. The Fuel on-board before and after bunkering shall be certified by the Master, Engineer or MoES Institute's representative or Chief Scientist or certified by a third party surveyor (acceptable to MoES Institute). Bunkering when done in India shall be done through IOC/BPCL. If bunkering is done through other private companies, the rates will be admissible as per IOC rates. MoES Institutes shall provide demand draft in the name of IOC/BPCL/or any other bunker company for procured fuel quantity & necessary liaison is to be done by the Operator for smooth & proper bunkering of the vessel. Bunkering in foreign port shall be done through foreign port agents against bunker advance paid to the Operator. Also to ensure supply of lubricants, chemicals, coolant etc both in India and abroad, and arranging/ attending to surveys and repairs, painting, supply of shore labor as required

7. Monthly submission of performance report as per the format and as per the timely requirements of MoES Institute which will be notified by MoES Institute as and when required.

8. Maintenance of the vessels (including hull and machinery) all its systems, ship winches, all navigational equipment and scientific instruments (Annexure-I) and also cabins, galleys, mess-room etc. and all associated equipment etc. as provided in this EoI document. This list is not exhaustive and the bidders are requested to visit the vessels to ascertain the equipment on-board. More details of systems / equipment would be provided in the RFP.

- a. As far as the maintenance of the vessels is concerned, the bidder is required to ensure that day-to-day & preventive maintenance for some machinery is done by ship staff/OEM/OEM approved service dealer.
- b. Supply of stores, tools, instruments, spares for the periodic, preventive and break down maintenance kit of all ship board machineries / equipment / instruments / engines / generators etc.
- c. Ships are mainly deployed for various scientific operations for approximately 300 plus days in a year, with number of agency operations .
- d. Number of ship maintenance-days (lay-off) are around 20 in a year when no drydocking is planned. However, these days may exceed in case of any major maintenance routines of machineries/equipment or any unforeseen breakdowns of machinery/fumigation/de-ratting/annual survey etc. in consultation with the vessel managers/Institutes. The ship shall be given 3 to 4 days of maintenance-time after every cruise.

9. In addition to their work on-board, the multipurpose Crew/deckhands should assist the Scientists from all organization and firms in carrying out scientific activities,

including operation of winches, work boats and all deck machineries as and when required. Work shall be carried out round the clock with no restriction on timings including Saturdays, Sundays and other holidays. The Operators/ Master shall ensure crew work rotation is planned so as to ensure that stipulated mandatory work/rest hours rules are complied with, while maintaining operations as and when called for.

10. Arrangement of statutory surveys and keeping the vessels classed at all times would be the responsibility of the Vessel Management firm. Fee to be paid for the same is to be included in the contract price.

11. The Operator shall engage a catering and housekeeping contractor with cook and assistant & catering/ housekeeping Crew staying on-board. It shall be the responsibility of the Operator to support requirements for catering services on-board and necessary coordination for catering services as part of 'Total Management' contract. This is in case catering services are outsourced/ sub-contracted through associate partner. The victualing & housekeeping for all the crew & Officers onboard shall be within the contract price.

12.. The number of Crew & Officers shall be as per DG Shipping guidelines or as per MoES Institute's operational requirements whichever is higher over and above the Minimum Safe Manning prescribed for the vessels.

13. Operation and maintenance of scientific equipment on board by experienced engineers directly or through an Associate partner Contractor. To provide a minimum 3 service Engineers for each of the vessel viz; SagarNidhi, SagarKanya & SagarSampada & 1 service Engineer each on SagarManjusha & SagarPurvi, sailing with the vessel all the times & to be victualled under Total Management scope and under minimum guarantee number.

14. Catering and housekeeping of the vessels is as per the cruise-plan provided, number of Scientists & Crew and as per the instruction of MoES Institute /Chief Scientist on-board.

15. To do housekeeping and catering with cooks and assistants to serve to the Scientists and Crew of the vessels.

16. Housekeeping: Maintaining clean and tidy vessel's all Officers/ Scientist cabins, galleys, Officers / Scientist / Crew mess-room, dish wash-room, toilets, conference-room, gymnasium, sauna, Scientist change-room, linen / laundry store spaces, day-room for Officers / Scientist, labs, alley-ways and all accommodation spaces. List of particulars of the vessels shall be as per the delivery protocol and takeover inventory.



17. Monthly performance report shall be certified by the Master and/or MoES Institute's representative, and the same shall be submitted with the quarterly bill.

18. Sign-on/ sign-off of all the Crew/Officers/catering Crew/housekeeping Crew/Scientific equipment maintenance Crew/any extra person to form part of Crew is the responsibility of Operator without any additional expenditure to MoES.

19. The firm shall employ Officers/Crew from RPS certificate holding company or firm shall have RPS license

20. More details on the work scope will be provided in RFP document.

**3.2. Brief outline Specifications of the Vessels and the details on major instruments/equipments onboard are given at Annexure-I.**

### **3.3. Terms of payment:-**

The MOES shall compensate the Operator, for services rendered under this agreement in the following manner. These are only for information and the detailed final payment terms as well as price bid format would be provided in RFP.

#### **3.3.1. Quarterly Payment:-**

MoES shall pay to the Operator a lump-sum amount per day or part thereof on aggregate basis for the days the vessels are in operation payable on completion of each quarter as will be detailed in the RFP. Tentative payment schedules for each vessel would be as below:

##### **1) Running, Manning and Maintenance:**

- i) Initial 70% of the current quarter charges shall be released on receipt of the invoice for quarterly charges payable in case of normal operation of the vessels.
- ii) 30% of the current quarterly charges shall be released after verification of the performance and submission of reports, logs and other required documents and certification by MoES Institutes.

Service charges for Dry docking and Diving services etc shall also be paid and the details of which will be provided in RFP.

## **2. Catering and Housekeeping:**

Regarding catering and house keeping charges, the same shall be paid on the basis of crew manning and house keeping of the vessels on quarterly basis. The vendor/bidder is required to provide the following for the scientists and other crew members.

Breakfast
Lunch
Dinner
Tea/Coffee/snacks
VIP Lunch/Dinner

- Full day charges shall be leviable if more than two meals are served to a person. The rate shall be per day per person which is to include cost of all food, beverages and service charges.
- Meal voucher shall contain the “number” of extra persons (beyond guarantee no. of persons , details in RFP ) duly certified by Master/ Chief Officer and Chief Scientist or MoES Institute’s representative for the purpose of invoicing to MoES Institute.

## **3. Operation & Maintenance of scientific equipments:**

• The charges shall be paid to the contractor on satisfactory services every quarter. The charges towards Operation & Maintenance of scientific equipments onboard five vessels shall be stated separately in the contract. The bidder shall submit two separate bills for the quarterly maintenance / operation charges enclosing the monthly reports to MoES. On receipt of the bills as specified in this clause, MoES shall settle the same within 45 days from the date of receipt of bills subject to fulfilling the conditions of the contract.

• The payments shall be processed by MoES based on the equipment performance and satisfactory deliverables.

• The Operation & Maintenance charges for scientific equipments will not be paid proportionately for the downtime period if any equipment is non-functional, till rectification. It is essential that the equipment and all the sub-units are fully operational always. For partially operational equipment, the Institute at its discretion will consider such equipment as operational or non-operational depending on the usefulness of the data / samples depending on the cruise objectives / chief scientists’

inputs and deductions thereof fully or proportionately. The charges for operation of each equipment shall be payable only if the particular equipment is operated at least once during the quarter. Operation for testing purpose shall also be considered as operation.

#### **4. LIQUIDATED DAMAGES:-**

The cruise plans shall be strictly adhered to. The Operator agrees to compensate MoES for any delay in the deployment of Operator's personnel or deficiency in their performance on-board the Vessel, non-availability of cook and assistant leading to non-availability of food onboard/ non-supply of provisions and non-sailing of vessel, non-availability of service engineer for operation and maintenance of scientific equipments or any other event like strike by the Crew, which would cause any delay/ disruption of work. The compensation by way of liquidated damages shall be calculated at the rate of 0.5% of total contract value per week ( for any number of days in a week) upto a maximum of 10% of total value of the contract. In case the total amount of compensation exceeds the performance deposit, the bank guarantee shall be encashed and a new bank guarantee shall be provided immediately. In case of any delay in submission of Bank Guarantee, the total management bills payable submitted by the bidder shall be retained until BG is submitted to MoES.

If the vessel is non-operational and is not made available to MoES due to the lapse of the Operator for use beyond 20 days (including 20 days) down-time during one operating year the Operator shall pay MoES by way of ascertained and agreed Liquidated Damages of **Rs.5.40 lakhs/- for everyday** or part thereof for non-availability beyond 20 days.

#### **5. ADVANCE AND PERFORMANCE BANK GUARANTEES**

a. At the time of execution of this Agreement, the Operator shall submit an irrevocable bank guarantee issued by a Nationalized Bank acceptable to MoES being 5% of the annual contract value for the vessels as per proforma provided by MoES. This bank guarantee shall be kept valid during the contract period and up to three months beyond the currency of this agreement, including extension thereof. MoES shall have an unqualified option under this bank guarantee to invoke the said guarantee and claim the amount to the extent of the claim of MoES under this Agreement directly from the Bank.

b. At the time of execution of this Agreement, the Operator shall submit an irrevocable bank guarantee issued by a Nationalized Bank acceptable to MoES equivalent to 10% (ten percent) of the annual contract value being the total fee payable during the currency of the agreement, valid for the period of the contract ( 03 years) and 6-

months thereafter from a Nationalized Bank for satisfactory performance of the contractual obligations as per this agreement.

c. The Agreement shall become operative only upon receipt and acceptance of the above bank guarantee by MoES.

d. Performance of the Operator shall be judged by MoES for the competence of the Master and Crew in handling the vessel and also preventive maintenance, carrying out routine and emergency repairs in shortest possible time, keeping the vessels in a seaworthy condition during the tenure of this agreement.

e. The Operator shall have the use of all outfit, equipment and appliances now on-board the vessels without extra-cost provided the same or their substantial equivalent shall be returned to MoES on redelivery in the same good order and conditions as and when received, ordinary wear and tear excepted.

f. In the event the Operator fails to return the items mentioned in clause- 5(e) above in a satisfactory condition, MoES reserves the right to recover the cost of such of the damage/ missing items from the quarterly bills as well as from the Performance Guarantee. This shall be without prejudice to all the other rights and remedies available to MoES, under the terms of this Agreement.

g. The performance guarantee shall be extended by the Operator as advised by MoES for the corresponding period of extension of the contract beyond the primary term.

## **6. Law and Place of Jurisdiction**

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

## **7. ARBITRATION:-**

All matters relating to disputes and differences of opinion shall be settled mutually as far as possible. Any disputes arising under this contract shall be settled in India in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. All questions and disputes relating to the total management services and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the contract or after the cancellation, termination, completion or abandonment thereof shall be referred to a sole arbitrator for adjudication through arbitration. The

arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. An officer not below the rank of Director, preferably drawn from the panel of Arbitrators drawn by the Government, if any, may be appointed to act as arbitrator by an appointing authority MoES shall be the appointing authorities.

#### **8. FORCE MAJEURE:-**

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this Agreement, the relative obligation of the party affected by such Force Majeure shall after notice under this clause be suspended for the period during which such cause lasts.
- ii. The term "**Force Majeure**" as used herein shall mean acts of God. War (declared or undeclared) riots or civil commotion, fires, floods, and Acts of Regulations of the Government of India or any of its authorized agencies.
- iii. Upon the occurrence of any Force Majeure cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing, within seventy two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory explanation in support of its claim.
- iv. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such causes lasts.
- v. **Payment during "Force Majeure"**: It is understood and agreed by the parties to this Agreement that during the period of "Force Majeure" pursuant to **clause-8**. Full fee shall be payable to the Operator. MoES shall pay for any fuel and water consumed during the period of "Force Majeure".
- vi. 'Force majeure' shall not apply to 'bad weather'. Sailing under such conditions shall be mutually decided by Operator, Master and MoES taking in to account of safety of vessels.

### ***Chapter – 4***

## **Eligibility and Prequalification Criteria**

4.1 The prospective bidder must be a reputed company fulfilling all the eligibility criteria as specified in the following paragraphs. Necessary documents in satisfactory proof of each of the criteria stated below are to be submitted as part of the EoI offer.

1. Technical Criteria: The prospective firm has to fulfill the following conditions to get technically qualified for the ship management and operation contract including scientific equipment.

1.1 The firm should have experience of the under mentioned services. Offers from stand alone ship management firms as lead bidders joined together with other service providers i.e. for scientific equipment maintenance, ship management firm and catering/house-keeping, through legally enforceable agreements amongst ship catering/scientific operation/ship management firms will be considered. Bidders having such an arrangement should produce the relevant documentary proof.

1.2 The firms should have shore based maintenance establishment to carry-out Maintenance service, calibration, supply of consumables for electronic, navigational, communication and other equipment onboard these vessels. Necessary documents in proof of such establishment to be provided.

2.0 Experience: The firm should have at least 2 years of experience in operating scientific/similar vessels of 70m OAL or above during the five years of continuous experience as on 31-3-2018 in Management of ships/self-propelled ships of GRT 2500T & above. Eligible firms to produce documentary evidence for satisfactory Management of vessels equivalent or more than GRT 2500. The firm to provide performance certificate, work orders, track record, etc., for each and every contract being claimed as experience by the bidders.

2.1. The associate partner for the scientific operation and maintenance firm should have a minimum of 10 years of experience in technical maintenance of scientific equipment (as listed for each of the vessel). Proven experience of operation and maintenance (O& M) of scientific equipment onboard the specialized vessels (Meteorological, seismic, oceanographic, fisheries, geotechnical etc) is required. Adequate documents in proof of this experience to be provided.

2.2 The firm should have experience of operating and managing a DP class vessel at least for One year as on 31-3-2018. Necessary documents in proof to be provided.

3.0 Management capabilities: The firm should have an established Business-house; dealing with ship management at least for the last five years as on 31-3-2018 and should have enlisted/own Agents in all major Indian ports. If not own agency, an MOU with shipping agency is to be submitted along with the bid. Details with documentary evidence are required to be produced by the firm. The shipping agent

should have at least three years of experience in all shipping-agency related works with good knowledge of Government of India procedures on documentation.

4.0 Manpower : The technical personnel operating and manning the office should have minimum of ten years experience in marine operations. These technical personnel shall comprise of atleast one Certified Marine Engineer with MOT first class and one Master mariner (Master FG) certificate holder and three Marine Engineers with experience in Marine/Electrical and Electronics Engineering

4.1 The bidder or his associate partner for catering and housekeeping services should have a minimum of three years of experience in marine [catering & housekeeping](#) operations [on their](#) own or their role as a sub-contractor.

5.0 Turnover: Firm should have an average turnover of Rs. 40.00 Crore per annum during last three consecutive years as on 31-3-2018, out of which two should be of profit years. Turn-over [and profit statements](#) shall be certified by a Chartered Accountant (CA) or Certified Public Accountant (CPA) along with the certified copies of Annual Accounts including Balance Sheet for financial evaluation by MoES to judge the financial soundness of the bidder for last three consecutive years. (CA certificate is required for Indian firms. For foreign firms, CA certificate or equivalent is acceptable. In case this is in language other than English, a certified translated copy in English to be provided.)

6.0 Firm shall have to provide Document of Compliances (DOC) for “other cargo ships” type and RPS license for the last three years

[7.0 For each of the above criteria, necessary documents in proof to be submitted as part of EoI proposal that shall satisfy the criteria irrespective of whether this documents requirement is stated against each criteria or not.](#)

8.0 The firms have to give an undertaking that none of them have been banned/barred/blacklisted by any Government agency for participating in the EOI process.

**Ship Name: SAGAR NIDHI****A. Specification****Broad specification and scientific details on equipment onboard**

Length overall	103.6m
Length BP	87.60 m
Beam (Moulded)	18.00 m
Draft (Moulded)	4.20 m
GRT	4769 MT
Dead weight	1500 MT
Endurance	45 days
Maneuvering	DP (dynamic position)-II
Classification	IRS and DNV
Type	ICE Class
Class Notations	DNV Class + 1A1, E0, DYNPOS AUTR, ICE 1C, DK (+) IRS Class + SUL, SYJ, GS (SK), Ha (B).
Fuel Capacity	900 CUM
Freshwater capacity	350 MT
Crew onboard	25
Scientists onboard	30
Call sign	AUCE
IMO number	9384485
Official Number	3016

**B. Machineries details of SagarNidhi**

<b>Name of Machinery</b>	<b>Supplier/Make</b>
Main Engine	Wartsila
Propulsion	Scottel
Electronic engine control system	SAM Electronics
Genset	Wartsila
Bow Thrusters	Schottel
Centralized Air Conditioning system	De Martini
STP(Sewage Treatment Plant)	EVAC
CTD slip-ring winches	Kley France



A-Frames	MEP
Deck cranes	HEILA
Engine room Ventilation Fan	De Martini
Bridge console	Raytheon/Kongsberg
Antifouling system	Azienda Chimica Genovese
Paint	Sigma
Searchlights in wheel house	Aquasignal
Light and signal equipment	Aquasignal
Echosounder	Raytheon Anshutz
Lift	NAVINT
Bilge water separator	Facet International
Rescue/MOB boat	Hatecke
Rescue/MOB Davit/Crane	Hatecke
Inflatable lifeboats	Hatecke
Life rafts	Zodiac
Anchor with chain	Posidonia
Searchlights in wheel house	Aquasignal
Capstan and Tugger winches	Marine Equipment Pellegrini
Windlass, mooring winches	Marine Equipment Pellegrini
Starting Air Compressor	Sauer & Sons
Noise and vibration manager	Fincantieri/Cetena
Active heave compensation system	Kleyfrance
Load and stability calculator	Fincantieri/Cetena
Integrated Navigation systems and GMDSS	Raytheon Anshutz
DP/ joystick	Kongsberg
Acoustic position system-USBL/LBL	Kongsberg
Radar	Raytheon Anshutz
Gyro compass and autopilot	Raytheon Anshutz
Log, Doppler log	Raytheon Anshutz
Integrated Navigation systems and GMDSS	Raytheon Anshutz
CCTV surveillance system	Tyco
Weather station	Vaisala
ECDIS	Raytheon Anshutz
GPS/DGPS	Raytheon Anshutz
Voyage Data Recorder	Raytheon Anshutz

Automatic identification system	Raytheon Anshutz
GMDSS Radio Station	Raytheon Anshutz
Portable waterproof VHF transceiver for GNDSS	Raytheon Anshutz
SART radar transponder	Raytheon Anshutz
EPRIB	Raytheon Anshutz
Satcom system	Raytheon Anshutz
Maritime LAN Manager/General	Tyco
VHF/UHF	Raytheon Anshutz
Portable VHF transceiver	Raytheon Anshutz
Portable UHF transceiver	Raytheon Anshutz
Radar X &S band/ARPA	Raytheon Anshutz
Mobile telephone	Ericson
Telephone, Intercom	GitiesseGirotecnica

Incinerator	DEERBERG
Sanitary modules (prefabricated WET units)	
Wall and ceiling accommodation system	
Water tight sliding doors	Navint
Doors with coamings etc.in accommodation	Libra
Watertight and Weather tight Fire doors	AlvedoorAB
External doors with coamings etc.	Libra
Windows	Coapind
Windows wiper	Speech
Furniture in accommodation	Volpi
Furniture in laboratory	Volpi
External doors with coamings etc.	Libra
Wheelhouse chairs	Norsap
Galley and pantry equipment	Gaioni
Refrigerators	Gaioni
Provision cooling plant : chillers	De Martini

Laundry Equipment	Electrolux
Wheelhouse chairs	Norsap
Gangway	Valvara
Ventilation system general	De Martini
Vacuum plant	EVAC
Propulsion Electric motor	Wartsila
Azimuth propulsion units	Schottel
Boiler	ISAF
Diesel engines (for Gen sets)	Wartsila
Generators	SAM
Emergency/ Harbour Diesel	Linderberg

Emergency/ Harbour generator	Wartsila
Fuel oil purifiers	Alfa Laval
Lube oil purifiers	Alfa Laval
Plate coolers	Alfa Laval
F.W Generator reverse osmosis	ROCHEM
F.W Generator: evaporator	Alfa Laval

Main console bridge (frame)	Fincantieri
Alarm and monitoring system	SAM Electronics
Emergency telegraph	SAM Electronics
Power Management system(PMS)	Wartsila
Pumps	Garbarino
Bilge ejector	Rizzio Valvole Medana Visca
Bilge water separator	Facet International
Fire alarm panel	Microdata DUE
Remote sounding system	SAM Electronics
Relays ,contactors ,control equipment	SAM Electronics
Circuit breakers	SAM Electronics
Transformer	SAM Electronics
Battery chargers	SAM Electronics
UPS	SAM Electronics
Lead batteries	SAM Electronics
Freq –converters	SAM Electronics
Main/Emergency switchboards	SAM Electronics
Motor stators	SAM Electronics
Complete diesel electric plant	SAM Electronics
Working Air Compressor	Sauer & Sons
Hydrophore system	ISAF
Deck Cranes–2Nos.	HEILA
Electric cable	CCI (Control Cavi It) Pirelli
Multi cable Transit	Bratberg
Lighting fixture ,interior	Aquasignal
Lighting fixture ,exterior	Aquasignal
Flood lights (halogen/sodium vapor )	Aquasignal
Electric heating fans	De Martini
Electric motors generally	Marelli ABB

The above stated details are not exhaustive and the bidders are requested to visit ship to know the exhaustive equipment details.

## Annexure I

## LIST OF SCIENTIFIC EQUIPMENTS AND SURVEY EQUIPMENTS:-

S.No.	Type	Equipment
1.	Hull mounted	Deep sea Multi beam Echo sounder (7150-24x12 kHz)
		Deep sea Single beam Echosounder (EA 600)
		ADCP (Acoustic Doppler Current Profiler): RDIOcean Observer
		Shallow water single echo sounder
		Shallow water Multi beam Echo sounder (7111-100 kHz)
2.	Portable	Sub bottom profiler: Innomar – 2000 deep
		Magnetometer
3.	Deck mounted	Piston corer
4.	Lab equipments	Ph meter
		Spectrophotometer
		Autoclave
		MilliQ RO system
		CTD (conductivity, temperature & depth profiler) with Rosette
		Thermosalinograph
		AWS
		MDM (Marine Data Management System)
		Computer/Plotter/Printers
		Transponders
		HiPAP/HPR Acoustic Positioning system
		Hydrographic and CTD Winch
		Milli Q water
		Stereo Microscope with camera attached with PC connection
		Electronic balance
		Hot plate
		Magnetic stirrer
		Vacuum Pump
		Filtration unit (manifold)
		Filtration unit (flask type- 47 mm)
		Filtration unit (flask type-25 mm)
		Spectrophotometer
		Hot air Oven
		Laminar flow
		BOD incubator
		Autoclave
		Bacteriological incubator
		Auto Burette
Refrigerator Centrifuge		
Plankton Net		
Sieve (for sediment collection)		

## Annexure I

**Ship Name: SAGAR KANYA****A. Technical details of the Vessel**

In the year 1983, under Indo-German collaboration, a multidisciplinary research vessel was built in Germany and delivered in India to Ministry of Earth Sciences (then Department of Ocean Development). The vessel is a versatile ocean observing platform equipped with technologically advanced scientific equipment and related facilities. The vessel has been built in conformity with highest class requirements of “Lloyd’s Register of Shipping” and “Indian Register of Shipping”. The vessel is fully automatic diesel-electric type equipped with DP System. In addition to the twin-screw propulsion two fin rudders and one bow thruster and one Azimuth Thruster will give the vessel excellent maneuvering ability.

**Technical details of the Vessel**

Length OA:	100.34 m
Breadth:	16.39 m
Max. draft:	5.6 m
Gross tonnage:	4209 GR
Fresh Water Generator Capacity	30 m <sup>3</sup> /day
Cruising Speed:	8 to 10 kts.
Endurance:	45 days

Bidder may visit the vessel to ascertain the exact nature and types of machineries and equipment available onboard.

**B. Scientific Equipment/Instruments****B. Scientific Equipment/Instruments****Geology / Geophysics:**

1. SB 3012 Deep Sea MultibeamEchosounder with post-processing / plotting facilities.
2. Deep Sea Echosounder (SyQwest 12 kHz / 30 kHz)
3. Shallow-water Echosounder (Marimatech 60 kHz / 120 kHz)
4. G-882 Cesium Magnetometer
5. GeoacousticsSub-Bottom Profiler
6. Side Scan Sonar
7. Pingers
8. 18m Hydraulic Piston Corer
9. 6m Gravity Core
10. Spade Corer
11. Sediment Grabs

12. Chain Bag Dredges
13. Pipe Dredges
14. Core Liner Cutter
15. Rock Saw
16. Rock Mill
17. Sieves / Sieve Shaker
18. Agate Mortar / Pestle.
19. Deep Sea Winch / Cable / A-frame etc (18 Tonnes capacity) / CCTV System
20. Deck Cranes (Max capacity: 12 Tonnes)

Chemical / Biological Oceanography:

1. SkalarAutoanalyser.
2. Hydro-Bios Automatic Multi-Plankton Net
3. UV-Oxidation Unit
4. Titration Unit
5. MilliporeWater Purifying System
6. Vaccum Pumps
7. pH Meter
8. UV Chamber
9. Rotary Shaker

Physical Oceanography / Meteorology:

1. Seabird & Idronaut CTD (with winch)
2. 24-bottles 1.7 litresRosette Sea-water Sampling facility.
3. Sippican Expendable Bathy Thermograph (XBT)
4. RDI 150 kHz Acoustic Doppler Current Profiler
5. Automatic Weather Station etc.
6. Bucket Thermometer
7. Salinometer
8. Thermosalinograph
9. Barometer

Others / General:

1. Kongsberg Dynamic Positioning System
2. Hull-mounted Hi-Precision Acoustic Positioning System / Transponders
3. Refrigerators / Deep Freezer
4. Ovens
5. Autoclave
6. Microscopes
7. Conference facilities / LCD Projectors
8. Computing / Printing / Scanning / CD-DVD writing facilities.
9. Local Area Network (LAN)
10. E-mail / Fax / Phone through Satcom.
11. Wifi Facility
12. State-of-the-art positioning / navigation systems.

**Ship Name: SAGAR SMPADA**

## A. Technical details of the Vessel

Fishery Oceanographic Research Vessel SagarSampada (FORV SagarSampada) is an Indian research vessel that is equipped to carry out multidisciplinary research in oceanography, marine biology and fishery science. The vessel is currently managed and operated by the Centre for Marine Living Resources & Ecology (CMLRE), Kochi, a research institute under the Ministry of Earth Sciences, Government of India, and is operated from Kochi. FORV SagarSampada is a platform for interdisciplinary expeditions in and around the Indian Exclusive Economic Zone, with participation from various institutions, from India and abroad.

Built in Denmark, the vessel was commissioned at Mumbai in 1984. As of June 2014, FORV SagarSampada has completed 326 oceanographic expeditions, which includes one expedition to the Southern Ocean in the winter of 1995-96 for surveying fishery resources in Antarctic waters (Krill Expedition, FIKEX 1995).

The vessel has an overall length of 72.5m and is ice strengthened. The scientific facilities onboard includes, SeaBird CTD (Conductivity-Temperature-Depth) Profiler, Acoustic Doppler Current Profiler (75 kHz), SkalarAutoanalyser for nutrient analysis, AutoSal, Multiple Plankton Net (MPN), Grab, Dredge, Bongo Net for fish egg larvae and surface zooplankton collections, VELNet for Fish egg/larvae collection from the upper 10m, Multiple Frequency Echo Sounders (200 kHz, 120 kHz and 38 kHz), Side Scan Sonar, Integrated Trawl Instrumentation System, Integrated Fish Finding System, Automated Weather Stations, Facilities for fishing operations up to a depth of 1,200 metres (3,900 ft), facilities for sediment core sample collection etc. The vessel can accommodate 24 research personnel and 35 crew.

### General Specifications of the Vessel

Port of registry	<a href="#">Kochi</a> , India
Builder:	Euroflex Marine, <a href="#">Aarhus</a> , Denmark
Launched:	1984
Identification:	<ul style="list-style-type: none"> <li>• <a href="#">IMO</a>: 8300080</li> <li>• <a href="#">Call sign</a>: VWXS</li> </ul>
Type:	Fishery protection/research vessel
Tonnage:	<ul style="list-style-type: none"> <li>• 2,661 <a href="#">GT</a></li> <li>• 1,140 <a href="#">DWT</a></li> </ul>
Length:	71.5 m (234 ft 7 in)
Beam:	16.4 m (53 ft 10 in)
Draught:	5.6 m (18 ft 4 in)
Propulsion:	1 × 2,285 hp (1,704 kW) engine
Speed:	13 <a href="#">knots</a> (24 km/h; 15 mph)
Range:	13,000 nmi (24,000 km; 15,000 mi)
Endurance:	15 days



Complement:	34 crew + 22 scientists
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**List of Scientific Equipment On-board SagarSampada**

S.no.	Equipment Name	Make & Model
1.	Echo sounder 50Khz	Skipper GDS 101
2.	Echo sounder 49Khz	SimradET102
3.	Doppler Speed Log	Skipper DL-850
4.	Cableless Trawl sonde	Simrad ITI
5.	Integrated Fish Finding system	Simrad CM-60
6.	Sonar SX90	Simrad Kongsberg
7.	Aspiration Psychrometer	WilhLambrecht 761
8.	Aneroid Barometer	Wilh LambrechtJ501106
9.	Marine Barograph	WilhLambrecht 290S9
10.	Marine Mercury Barometer	Wilh Lambrecht604
11.	Automatic Weather station with PC	Zenith
12.	Server Hp	Hp E5504
13.	HP desktop 3000 pro, Printer & Scanner	HP
14.	Lan system 12 port LAN hub	
15.	Echo sounder 38/120/200 khz	Simrad EK60
16.	ADCP with deck unit	RD Instruments
17.	Echo Sounder EA600	Simrad
18.	Depth display units at various locations	Simrad
19.	Depth Display unit	Skipper
20.	DGPS with display unit	Simrad GN 30
21.	Portable Echosounder EY-60	Simrad EY 60
22.	Isotope Fume cupboard	DB type SR 150-18/8
23.	Refrigerator	Gram K-130
24.	Incubator	Elab electronic IM-10
25.	6- Channel AutoAnalyzer	Skalar
26.	pH meter	Merck/ Inolab
27.	Titration	MetrohmDosimat 655
28.	Salinometer	Autosal 8400A/B
29.	CTD /Rosette	Sea Bird
30.	Fume cupboard	DB type 10
31.	Refrigerator	Gram K-130
32.	XBT with PC	Sippican/ MK12
33.	HP PC	HP
34.	System Digital Clock	Navitronic SDC-4
35.	Underwater Camera	
36.	Dual Beam Spectrophotometer	Perkin Elmer
37.	Water Purifying Plant	Millipore
38.	Insulated water Sampler	General Oceanics
39.	Water samplers(30 L)	General Oceanics

40.	Deep Sea pressure protected reversing thermometer	
41.	Deep Sea Pressure Unprotected reversing thermometer	
42.	Incubator	Heraeus T 5042E
43.	Muffle Furnace	Heraeus MR 250E
44.	Fume cupboard	BD type 10
45.	MPN	Hydro Bios
46.	Bongo Net	
47.	Fume Cupboard	BD type 10
48.	Incubator	Heraeus B
49.	Refrigerator 190 Lit	BPL 195FF
50.	Marine Balance 10 Kg	Eilersen
51.	Marine Balance 500gm	Eilersen
52.	Marine Balance	Eilersen
53.	Binocular Microscope	Nikon SMZ-10
54.	Stereoscopic Microscope	Olympus SMZ-III
55.	Stereoscopic Microscope	Olympus SZ TR
56.	Binocular Microscope	Neovar-2
57.	Fluorescent Trinocular Microscope	Nikon Eclipse E600
58.	Vacuum Pump	
59.	Hot Air Oven	Labline
60.	BOD Incubator	REMI
61.	Laminar Flow	Labline
62.	Vertical Deep Freezer	Labline
63.	Colony Counter	Labline
64.	Laboratory Autoclave	Kumar
65.	Fume Cupboard	BD type 10
66.	Marine Balance 100kg	Eilersen
67.	Marine Balance 20 kg	Eilersen
68.	Marine Balance 10tons	Eilersen
69.	Ice machine	Ziegra VBE-220
70.	Mincing Machine	Baader 694
71.	Peeling Machine	
72.	Oscilloscope	Philips
73.	Power Supply Unit	Danica
74.	Power Supply Unit	B&O RT-12
75.	Megger	
76.	Digital Flow Meter	Hydro Bios
77.	Current Meter	Valeport DNC-3
78.	Smith Mc-Intyre Grab	Norinco
79.	Dredge	Norinco
80.	Box corer	Norinco
81.	HP deskjet 3000	HP
82.	Oscilloscope	Agilent

83.	Saw Microtome	Leica SP-1600
84.	Fluorescent trinocular M. scope	Leica DM4000B
85.	Stereo M. scope	Leica MZ-16
86.	Portable ADCP	RD instruments
87.	Fluorometer	
88.	Quartz Distillation plant	

## Ship Name: SAGAR MANJUSHA

### A. Technical details of the vessel

#### General Specifications of the Vessel

Length	60.00m
Length BP	52.80 m
Beam Mld	11.00 m
Depth upto main deck	5.00 m
Draft (Moulded)	3.00 m
Draft ( Scantling)	3.20 m
GRT	1065 tons
NRT	319 tons
Endurance	20 days
Fuel Capacity	125 MT
Freshwater capacity	125 MT
Lube oil capacity	3 Tons
Classification	IRS
Crew onboard	18
Scientists onboard	11

### B. Scientific Equipment available and status on-board

#### SagarManjusha

Sl No	Item	Quan-tity	Make
1	CTD & Accessories	1	Seabird electronics
2	Niskin Bottle	(3+14) 17	General oceanics
3	Messengers	(5+1)	Ruby
4	Grab	1	Norinco
5	Corer	1	Norinco
6	Core catcher	3	
7	Plankton Net	2	

8	Secchi Disk	1	
9	Spectrophotometer	1	Labomed
10	Millipore unit	1	Millipore
11	Millipore progard MX cart	23	„
12	Millipore Filter Unit	2	„
13	Millipore Progard	2	„
14	Millipore Disposable Filter unit	2	„
15	Vaccum pump	3	Millipore
16	Centrifuge	1	Remielectrotec
17	MBES & Accessories:- Data Acquisition- Work station Monitors Keyboard Mouse DGPS CPU	1 3 2 2 1 1	Reson 2-EIZO 1-CE 1-Hp, 1-Logitech 1-Kenigston, 1Logitech Marine star
18	Single beam Echo sounder DGPS, Monitor CPU, Mouse Keyboard	1 1 1 1 1	Knudsen Eng. Ltd Hemisphere LG FlatronE22405  Logitech Cherry
19	Servo stabiliser	1	Remielectrotec
20	Flow meter	2	
21	Core Cutter	5	
22	Core Pipe	75	
23	BOD Incubator	1	Naren Instruments
24	Millipore UV Lamp	1	Millipore
25	UPS	1	Delta
26	SV Profiler with adaptor	1	AML Oceanographic
27	Single beam ES	1	ResonNavison
28	Post Processing Unit Monitors Keyboard Mouse CPU	2 1 1 1	EIZO Logitech Logitech
29	Millipore GP Non sterile	1	Milipore

<b>Electronic Equipments and Accessories onboard Sagar Manjusha</b>	30	Refrigerator	1	Godrej Pentacool
	31	Microscope & Accessories	1	LeiccaS8AP0
	32	APC UPS	1	APC SU700INET JS0419046451
	33	3 Place PVC Manifold	1	Millipore
	34	19'' Panel Computer	1	Windows XP

SI No	Item	Quantity	Remarks
1	Samsung monitor	1(Lab)	Not working HA19HMEP417149P
2	HP Printer	1 (Buoy hold)	Not working No. TH4A61202D
3	Hp Printer	1 (Buoy hold)	Not working No. C4245A
4	Compaq Monitor	1 (Lab)	Not working, No. 149BN64SF146

## Ship Name: SAGAR PURVI

### A. General Specifications of the Vessel

IMO Number	9123829
MMSI Number	419004200
Call Sign	VWFQ
Port of Registry	Chennai
Length overall	30.15 m
Draft	1.96 m
Propulsion	C.P.P
Gross tonnage	187 T
Endurance	10 days
Engine output	105KW x 2

Accommodation	Scientific: 6 + 1
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**B. Scientific equipment and scientific machineries onboard SagarPurvi**

S.no	Equipment	Make
1	300ml Glass bottles	Borosil
2	125ml Glass bottles	Borosil
3	Test tubes	Borosil
4	100ml Burette	
5	60 ml Syringe	
6	2ml Syringe	
7	1ml Syringe	
8	Vacuum pump	Millipore
9	300ml millipore filtering unit	Millipore
10	Millipore filter 0.22pm	Millipore
11	Flow meters	General Oceanics
12	Flouoro meter(TD-700)	Turner Design Instruments
13	Dosimat 765 with magnetic stirrer	Metrohm
14	Dosimat 665 with magnetic stirrer	Metrohm
15	Niskin water bottles	General Oceanics Venkateswara
16	Messengers	
16	DC Regulator unit	Speon sensors
17	Pressure sensor with cable(old)	
18	Grab (big & small)	
19	3KVA Stabilizer	Voloare
20	Data logger(XR-620 CTD+DO+PH)	RBR Instruments
21	Microscope	Radical Instruments
22	Millipore filter main	Milipore
23	Millipore gradient A10	Milipore
24	Millipore UV	Milipore
25	Automatic simulation module 30L	Milipore
26	Millipore _Q_gyard	Milipore

27	Millipore-Quantum Q excatridge	Milipore
28	Millipore uv lamp	Milipore
29	P2 tank filter	Milipore
30	BOD Incubator	APNA scientific suppliers
31	Refrigerator	BPL
32	Laminar flow	CLAS
33	Computer System with Printer	Hcl system &hp laserjet3055
34	UPS System(5KVA)	Unline
35	Sound velocity probe	AML oceanographic
36	Multi beam echosounder system	RESON 7101
37	DGPS	Trimble
38	Ixsea- MRU	OCTANS
39	SeaBat 7K Processor	RESON
40	Server	Aberdeen
41	Sound velocity profiler	Applied Microsystems Ltd
42	Pressure sensor/Depth sensor with Transreceiver unit	Valeport740
43	Ph Meter	AP-1Plus
44	Zoo plankton Net(old & new)	
45	RDI ADCP Instrument Transducer	RD INSTRUMENT S
46	ADCP deck unit	RD INSTRUMENT S
47	Printer	HP 1000
48	Gravity corer unit	
49	Corer head(small)	
50	Corer tubes	
51	Trawl Net	
52	SBE 25 CTD 600m	Seabird
53	Winches, port and stbd side	Seamac
54	Davit	
55	Pulley with payout indicator	
56	Trawl winch with wire rope	NORLAU
57	A Frame	

58	A Frame pulley ( Double pulley)	
59	Otter board	
60	Sound velocity probe stand	



## ANNEXURE – II

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between, on one hand, the \*\*\*\*\*, Ministry of Earth Sciences, Govt. of India, PrithviBhavan, Lodhi Road, New Delhi-110003, India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Mr.\_\_\_\_\_, Designation, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute the **Total management of the Vessels including maintenance and operation of scientific equipment** (herein after called the ‘TMV’ which expression shall mean and include, unless context otherwise requires) and the BIDDER is willing to offer / has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is \*\*\*\*\* under the Ministry of Earth Sciences, Government of India performing its functions in Oceanographic and fishery research.

NOW, THEREFORE,

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

Enabling the BUYER to execute the TMV at a competitive price in conformity with the defined terms and conditions for the smooth sail of the vessels through effective management and proper maintenance of the vessel and avoiding the distortionary impact of corruption on public money, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures:

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

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives in India.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/shipbuilder and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term

‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified in RFP) as Bid Security Bond with the BUYER through the instruments as specified in the RFP.
- 5.2 The Bid Security Bond shall be valid up to a period, as will be specified in RFP, from the date of opening of bids and be suitably extended as requested by MoES.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Bid Security Bond for the period of its currency.

#### **6. Sanctions for Violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one

employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

- 8.1 The Principal appoints Independent External Monitor for this Pact in consultation with CVC.

### Contact details of Independent Monitors:

**1) Shri. Arun Kumar,**  
Ex-Secretary, Oil Industry Development Board (OIDB),  
B-38, Vrindavan Apartment, Plot No.1, Sector-6, Dwarka,  
NEW DELHI – 110 075.  
(kumararun\_53@rediffmail.com 09810621113)

**2) Shri. Sushil Gupta,**  
Ex-Chairman, Central Ground Water Board (CGWB),  
No. B-702, Aravali Heights, Sector 21C,  
FARIDABAD – 121 001.  
(sushilanitagupta@yahoo.com 09999744061)

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

- 8.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Ministry within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

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

**10. Law and place of jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name:.....

CHIEF EXECUTIVE OFFICER

Programme Officer

Ministry of Earth Sciences (MoES), India.

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



**PROFORMA OF BANK GUARANTEE FOR BID SECURITY BOND**  
(To be stamped in accordance with the stamp Act)

Bank Guarantee No.

Date:

Valid upto :

Amount :

To

**Ministry of Earth Sciences, Govt. of India**  
**PrithviBhavan, Lodhi Road**  
**New Delhi-110003, INDIA.**

Dear Sir,

1. Where as the Ministry of Earth Sciences, Govt. of India having its office at PrithviBhavan, Lodhi Road, New Delhi-110003, INDIA. (herein after called "MoES" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. \_\_\_\_\_ and M/s. \_\_\_\_\_ having registered/ head office at \_\_\_\_\_ (hereinafter called the 'bidder' which expression shall, unless repugnant to the context or meaning thereof mean and include all its successors, administrators executors and assigns) have submitted a quotation No. \_\_\_\_\_ and bidder having agreed to furnish as a condition precedent for participation in Tender an unconditional and irrevocable bank guarantee of only (WORDS only) \_\_\_\_\_ for the due performance of bidder's obligations as contained in the terms and conditions contained in the Tender Document supplied by MoES especially the conditions that (a) bidder shall keep his Tender open for a period of \_\_\_\_\_ days i.e. from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof and shall not withdraw or modify it in a manner not acceptable to MoES, (b) the bidder will execute the contract, if awarded and shall furnish performance guarantee in the format prescribed by MoES within the required time. The bidder has absolutely and unconditionally accepted these conditions.

2. MoES and the bidder have agreed that the Notice Inviting Tender (NIT)/Tender Document (TD) is an offer made on the condition that the Tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to NIOT for a period of days, i.e. from to or any extension thereof and that the making of the Tender itself shall be regarded as an unconditional and absolute acceptance of the conditions contained in NIT and the Tender Document. They have further agreed that the Agreement consisting of NIT/Tender Document as the Offer and the submission of the Tender as the Acceptance shall be separate Agreements distinct from the Contract which will come into existence when the Tender is finally accepted by MoES. The consideration for this separate initial Agreement preceding the main Agreement is that MoES is not agreeable to sell the NIT/Tender Document to the bidders and to consider the Tender to be made except on the condition that the Tender shall be kept open for the period indicated above and the bidder desires to make a Tender on this condition and after entering into this separate initial Agreement with MoES, MoES promises to consider the Tender on this condition and the bidder agrees to keep this Tender open for the required period. These reciprocal promises form the consideration for this separate initial Agreement between the parties.
3. Therefore, we (Bank) registered under the laws of havinghead/registered office at ----- hereinafter referred as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators and executors) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in Rupees or in such convertible currency as acceptable to MoES any and all monies to the extent of \_\_\_\_\_only (words \_\_\_\_\_only ) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/or without any reference to the bidder and any such demand made by MoES on the Bank shall be conclusive and binding notwithstanding any difference between MoES and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is discharged earlier by MoES in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution, on insolvency of the bidder and will remain valid, binding and operative against the Bank.

4. The Bank also undertakes that MoES at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.
5. The Bank further agrees that as between the Bank and the MoES for the purpose of this guarantee any notice for the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above, given to the Bank by MoES shall be conclusive and binding on bank without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of MoES or that of the bidder. We also undertake not to revoke in any case this Guarantee during its currency.
6. The Bank agrees with MoES that MoES shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the Tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of MoES or any indulgence shown by MoES to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving us.
7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to \_\_\_\_\_ only (WORDS only) in aggregate and it shall remain in full force upto& including 60 days after unless extended in writing by M/s. \_\_\_\_ on whose behalf this Guarantee has been given, in which case remain in full force upto and including 60 days after the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days from \_\_\_\_\_ or before the expiry of the 60 days from the extended period, if any, if no such claim has been received by us within the 60 days after the said date/extended date, all rights of MoES under this Guarantee will cease subject to para 8 below. However, if such a claim has been received by us within &upto 60 days after the said date/extended date, all rights of MoES under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
8. In case contract is awarded to the bidder (hereinafter referred to as “Contractor”) the validity of this Bank Guarantee will stand automatically extended until the Contractor furnishes to MoES a Bank Guarantee for 10% of the contract value towards performance guarantee for satisfactory performance of the

Contract. In case of failure to furnish Performance Bank Guarantee in the format prescribed by MoES by the required date, the claim must be submitted to us within 240 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 240 days after the said date/extended date, rights of MoES under this guarantee shall be valid and shall not cease until we have satisfied that claim.

9. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities in (if required) and any other authority if required as per the laws of the country of issue of guarantee.

10. We also agree that this Guarantee shall be governed by and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts. The Bank also agrees that courts of the place from where Tenders have been invited shall have exclusive jurisdiction.

In witness whereof the bank, through its authorized officer has put its hand and stamp on this  
day of 200- at \_

Yours faithfully

WITNESS No.1

Name in full

(Signature with full name and Designation)

Date

(Address)

WITNESS No.2

Name in full

Signature with full name and Designation)

Date

(Address)