

Total Management of Research Vessel

Invitation of Expression of Interest (EoI): Replies to Pre-bid Queries

S. No.	EoI Clause	Query	Replies to the pre-bid queries
1.		As the tender is for Total Management of the Vessels of MoES, we request that the lead bidder NOT be restricted to vessel management firms. As a Firm with a Qualified and experienced management team can have legally binding/enforceable agreements with reputed specialist for (1) Ship management (2) AMC providers for scientific equipment (3) Caterers / Housekeeping services.	As per EoI
2.		What is considered to be legally enforceable agreement vis a vis qualified sub-contractors / partners ? In continuation please confirm if a MOU for the above would be acceptable ?	MoU to be submitted as part of EoI offer. The agreement to be submitted as part of RFP offer. (Agreement format will be provided by MoES in RFP).
3.		Since it is a Global Expression of Interest we assume bids/ guarantees would be considered and accepted in Foreign currency.	Yes. USD, Euro, Pound Sterling, and INR are acceptable. Details will be provided in RFP
4.		Will the average 40 Cr turnover be for the combined members of the consortium/partnership or may an SPV be created with the total turnover of all partners exceeding Rs. 40 Cr.	Total turnover of combined members/ legal entities should be minimum should be Rs. 40 Cr.
5.		Can the date and time of the receipt of the Expression of Interest be extended to 15 th of October 2018.	Extended. Last date of submission is 26 th October 2018 .
6.		Will MoES consider mobilization advance for this Project ?	Mobilization charges can be paid up to 15% of annual contract value. The advance will be charged @ rate of interest of 8% per annum. Mobilization advance has to be supported by BG for the

			amount of 110% of advance.
7.	Chapter 3 : Para 8 (d) /Page 7	Ship shall be given 3-4 days for maintenance after every cruise- is this irrespective number of cruise days? In the case of small ships, the endurance is given as 10 days- does that mean there will be 3-4 days shore time for every 10 days.?	3-4 days for maintenance on an average. Shall be elaborated in RFP
8.	Chapter 3 : Para 3.3.1 / Page 9	70% of the quarterly bill will be released immediately. And in 3.3.1.3, qrtly payment for sc. Eqpt maintenance will be released within 45 days...: In a research vessel, performance of scientific eqpt is paramount and should have higher priority. Request both bills be treated at par and payments be released on 70 % on receipt of invoice and 30 % after verification of performance documents. Alternatively: Can MOES consider paying AMC contractor separately and as per satisfactory completion of work ?	Only one invoice to be submitted for all services including scientific equipment services and housekeeping/catering services as may be applicable. However, as efforts are being made by MoES to arrange bunkering directly with the oil companies, details of payment will be reflected in RFP. EOI clause 3.3.1(iii) stands deleted
9.	Para 4 of Page no 11	Liquidity Damages - Item 4. LD: 0.5% of the total value of the contract per week ...Is this for each vessel or all vessels put together?	LD will be levied for the lapse of operator, not otherwise. LD shall be 0.5% of the total value of contract per week subject to maximum of 10% for each vessel.
10.	Para 5 (a) Page no 11	5% security deposit and 10% performance deposit: can both be kept at 5% . Total of 15% deposit of the Contract value being kept will result in huge capital lying locked without actual use for operational purpose.	10% performance security as bank guarantee is required. 5% bank guarantee as requested at EOI clause 5(a) is not required. 5% clause stands deleted in EoI.

11.	Para 5 (b) Page 12	Item 5 g: if contract is extended beyond 3 years, what is the proposed formula for escalation in the Contract value?	The query is not relevant. This contract is envisaged only for 3 years in case need arises a formula would be mutually arrived at.
12.		For assessing present status machineries and scientific equipment, request MOES share the updated defect list from the vessels, Number of days at harbour and cruise days for the last 2-3 years. In view of the Vessels ongoing cruise programs, it may not be practical to visit all the vessels for site inspection.	<p>Details will be provided in RFP. However the bidders are also encouraged to visit the vessels when the vessels are in port on following dates before EoI closing date:</p> <p>SagarKanya (NCPOR): Mormugao 16th to 19th Oct 2018.</p> <p>Sagar Nidhi (NIOT) is on port call from October 8th, 2018 to October 22th, 2018 at Chennai Port.</p> <p>Sagar Manjusha (NIOT) is on port call from October 16th, 2018 to October 25th, 2018 at Chennai Port.</p> <p>Sagar Purvi (NIOT) is on port call from October 15th, 2018 to October 25th, 2018 at New Mangalore Port.</p> <p>Sagar Sampada: (CMLRE) Departing Colombo on 18th October 18.</p> <p>Bidders desirous of visiting the ships are to contact the</p>

			Vessel managers well in advance to facilitate the visit.
13.	Chapter-4 - Para 4.1 (1) – Page 14	Is it only Ship management companies to be the Lead Bidder?	Yes. See comments at SI 1 please.
14.	Para 3.1 (2)	<p>Availability of state of the art Scientific Equipment for various cruise programs is extremely challenging without adequate Technical Expertise and experienced manpower handling these equipment.</p> <p>(a) Will MoES institutes position the OEM experts for undertaking the Operations and for Level 2 maintenance of Scientific Equipment.</p> <p>(b) How is the Scientific Equipment Down time calculated .</p> <p>(c) Do MoES institutes have long term Maintenance contracts with OEMS for providing the Technical Support for Scientific Equipment.</p> <p>(d) The equipment are to be operated at any time of the day or night- Will there be special compensations for operation during night hours?</p> <p>(e) Will the MOES institute provide guidelines to the scientists not to operation certain equipment at odd hours to ensure safety of the equipment and personnel?</p>	The bidder will be responsible for complete performance, maintenance and operation of scientific equipment including any OEM services. The contract price includes for round-the-clock requirement of scientific operations. More details will be provided in RFP, if any
15.	Para 13 page 8	The Scientific Team onboard Purvi and two new CRVs vessels be increased to Two per vessel as these ships remain in coastal waters and face rough sea conditions and the chances of an expert falling sick is high. Further if the deployment is round the clock then the engineers will have to work in shifts.	Working arrangement during unfair season shall be finalized
16.		During the process of offloading, and dispatching the Scientific Equipment to OEM premises for repairs, major delays are experienced for obtaining the approvals of Customs clearances various ports. The delay due to Customs and time taken by the OEMs for undertaking the repairs at Factory premises results in huge penalties as the amount for that duration is deducted and the bidder incurs the expenses for the dispatching and collection of scientific equipment from the OEM premises. This needs to be reviewed by MoES. Please consider putting an Upper limit similar to LD .	The delays due to the reasons which are not due to the negligence of the contractor shall be considered for waiving off the penalties after due examination if the justifications are reasonable.
17.		We Request MoES to please elaborate the list of documents to be submitted as proof for Experience in operation and maintenance of Scientific Equipment onboard Research Vessels.	1. Documents in proof of qualification and experience of engineers. Minimum 11 numbers.

			<p>2. Documents in proof of maintenance contracts for scientific equipments or oceanographic equipments or ship board laboratory equipments or Industry electrical and electronics equipments for last 10 years experience.</p> <p>3. Work orders for successful operation and maintenance of scientific equipment, AMC contract on board vessels to be provided.</p> <p>4. Any tie-ups with OEMS for equipment as listed in the EoI.</p>
18.		Please share the dry docking plan/schedule for the Research vessels. What is the present status of classification of the ships as FG or coastal for big ships	Details shall be elaborated in RFP
19.		Long term Year on Year Research programs and Cruise plan for the vessels - The aim of this information is to undertake the maintenance and Level 2/3 repairs of the Scientific equipment on the vessels. It has been observed that the major defects occur when the Equipment is used during a mission. The equipment maintenance can be planned along with the OEMS if required well in advance to ensure all the missions are successful with optimal availability of scientific equipment onboard the research vessels.	MoES plans the schedules and programmes for all vessels on annual basis. Same shall be shared with the successful contractor.
20.		Allocation of specific Maintenance period for Scientific Equipment - The Scientific equipment are state of the art and installed by various OEMS across the world. The OEM recommend only Level 1: repairs to be undertaken by the Trained Technical Manpower onboard. The Level 2 repairs are undertaken by the OEM specialists onboard the vessel and Level 3 repairs are undertaken only in the Factory premises. During the life cycle of the equipment it is mandatory that Level 2 and Level 3 repairs are scheduled and undertaken to ensure optimal performance and 100% availability for the missions. Will MOES institute carry adequate alternate equipment on board or insist vendor to	Successful contractor is to be responsible to make the equipment operational 24x7

		arrange substitute equipment during this period for use during voyage	
21.	Chapter 4 – 4.1.2.0 – Page 14	Vessel Management is a task that can be carried out by a number of firms where there is no specialization required except some basic qualifications. However, Scientific research equipment AMC of equipment onboard these vessels is highly specialized and their successful operation and functioning is critical to the mission of the various research institutes. We request that A company that has experience onboard these vessels and its research equipment has a more important role to play than the vessel manager and as such should not be restricted from being a lead bidder as long as he has partners with the requisite experience for the optimum functioning of the vessels.	See comments at Sl 1
22.	Chapter 4 – 4.1.2.0 – Page 14	Please confirm if an MOU is acceptable as a form of partnership for the EOI	Yes.
23.		As a Specialist contractor, can the AMC service provider offer its services to more than one vessel management firm/lead bidder?	Upto the contractor/ bidder.
24.	Main Tender Criteria	<p>We note that the below three activities have been combined in this EOI:</p> <ul style="list-style-type: none"> a) Ship Managment b) Catering Services, c) Maintenance and operation of scientific equipment <p>The Ship Management and Catering services onboard ships run hand in Hand and there are many firms which are eligible for the same. Meanwhile the expertise of Maintenance and management of Scientific Equipments is a completely different field with separate skill sets and experience.</p> <p>Combining of all three gives the advantage to NIOT for having a single point of correspondence & responsibility. But it also throws open doors to different synergies being bound by legally enforceable agreements. The various challenges are but not limited to:</p> <ul style="list-style-type: none"> - The legal complications arising out different management styles, financial problems & insolvency of one partner etc - any implications of competition law, particularly if the partner members are ‘actual or potential competitors’, or if any of the consortium members could fulfill the requirements on their own. - The risk exposure to one partner due to the failure of the other partner. <p>It is also to be note that there are only very few firms meeting the eligibility & experience of maintenance and operation of scientific equipment. Whereas there are many Ship Management firms eligible for the management of the vessels and the catering. The ratio</p>	See reply at Sl. 1

		<p>is a little skewed.</p> <p>In view of the above we suggest that the activities be kept as separate:</p> <p>a) Ship Management & Catering as separate</p> <p>b) Maintenance and operation of scientific equipment as separate.</p> <p>We feel this would bring better synergies, competitive firms with competitive rates & lesser legal liabilities and exposure to both bidders and MOES.</p>	
25.	Chapter 3 Point No 2-Page No : 6	We would like to inform you that deployment & retrieval of Autonomous coring system, Tsunami Systems, ROSUB, Buoys & Manned Submersible require specialized deployment team/ Manufacturer Engineer support specially for Autonomous Coring System; Kindly provide more details on the deployment & retrieval requirement to offer our proposal suitably.	The equipment of specialized nature as when required to be deployed shall be intimated to the successful bidder based on annual cruise plans
26.	Chapter 3 Point No 8 (A)-Page No : 7	Please clarify, whether the back to back agreement is to be made with manufacturer to support maintenance of scientific equipment;	Mechanism to be adopted by the contractor/bidder.
27.	Chapter 3 Point No 10-Page No 8	<p>We believe that the repair or replacement of scientific equipment will be taken care by MoES, please confirm.</p> <p>If it is to be done by the supplier, please clarify, whether all the scientific equipment to be covered under comprehensive maintenance contract so that the repair will be done at no extra cost.</p> <p>Please clarify, do we need to offer item wise maintenance charges;</p>	Repairs shall be responsibility of the Contractor. Further, details will be provided in RFP.
28.	Chapter 4 Point No 1.1 - Page No 14	<p>Please clarify, whether the service provider of scientific equipment can enter into legal binding agreement with more than lead bidder;</p> <p>Kindly comment, whether a 100% subsidiary company of a foreign holding company can be a service provider of scientific equipment based on qualification of group/parent company?</p> <p>Please clarify, whether the lead bidder can enter into agreements with multiple service provider to maintain the equipment range as available in the research vessel.</p> <p>Please specify the minimum qualification requirement of service engineer for each vessel</p>	<p>Yes</p> <p>Yes</p> <p>Yes.</p> <p>Details will be available provided in RFP</p>

		<p>scientific equipment maintenance.</p> <p>Please provide us the maximum cruise duration for each vessel to plan for crew member work rotation;</p>	<p>Depends on the annual cruise plan which will be made available to successful bidders.</p>
29.	Chapter – 4 - Eligibility and Prequalification Criteria 4.1.1, Page 15	<p>Please advise if the Ship Management Company can carry out the catering/house-keeping in-house. Does this service necessarily have to be delivered by means of a separate legally enforceable agreement with a third party. Ship Management companies routinely manage the catering/house-keeping of their owned / managed vessels in house.</p>	<p>Upto the contractor/ bidder. In-house services acceptable.</p>
30.	Chapter 3 - Section 3.1(6)	<p>It may be brought to your kind attention that the bunker cost for operation of 5 vessels will be huge, as such it is suggested that MoES may enter into an agreement with Indian Oil Companies for supply of bunker</p>	<p>Efforts are being made by MoES.</p>
31.	Chapter – 4 – Turnover	<p>Here we would like to state that we are running a ship management business and in any business, it is not necessary that in organizations makes profit year on year. Hence this point, should not be insisted upon.</p>	<p>See reply to SI 72 please.</p>
32.	Chapter 3 - Section 2.2	<p>We would like to state that the firm should have Superintendent who have experience in managing and operating DP Vessels for 2 years.</p>	<p>Superintendent who have experience in managing and operating DP vessels for 02 years OR the firm should have atleast 02 superintendents having experience of operating and managing a DP class vessel atleast for one year.</p>
33.	Page 9 Chapter 3 Item 3.3.1	<p>As per this Item, as we understand the payment is to be made after completion of the quarter. However, this is not acceptable to us and we request that payment should be made in advance on each month basis or on quarterly basis.</p>	<p>Not acceptable. However, mobilization advance will be provided as in SI 6.</p>
34.	Page 11 – Item No. 5	<p>As per this clause, the Operator is supposed to submit 5% and 10% advance Performance Bank Guarantees. This will be too much financial burden on us. We request that you accept Performance Bank Guarantee only for 5% of the annual contract value.</p>	<p>Reply at SI.10</p>
35.	Page 14 – Item No. 1.1	<p>Please clarify if the lead bidders must be a Ship Management Firm or lead bidder is allowed to have Ship Management Firm by way of their partners</p>	<p>Reply at SI. 1</p>

36.	Page 14 – Item No. 1.2	Please clarify if the lead bidder can hire services of shore based maintenance establishment as their partners.	Query is not clear. However, Partners are free to engage shore based firms for services and maintenance.
37.	Page 14 & 15 - Item Nos. 2.0, 2.1, 2.2, 3.0, 4.0, 5.0 and 6.0	For all these points, just like above clarifications, we need to know whether all the criteria has to be met by lead bidders on stand-alone basis or the lead bidders can have associated partners who bring in this expertise and capacity.	The lead bidder and associates should meet the respective requirements as specified in EoI and replies above
38.	Scope of maintenance of scientific equipment	Please clarify, Who will bear the cost of consumables, spares/replacement of major defective parts during the period. etc. Whether the equipment are under CAMC, Please advise Complete details of vendors engaged in CAMC be provided for each equipment.	Details will be provided in RFP.
39.	Payment Terms for O&M of Scientific equipment	Please clarify the associate partner for the O&M of Scientific equipment will raise separate invoice for the value of O&M of Scientific equipment.	See reply Sl. No. 8 above.
40.		The condition of use of each equipment used once in quarter will be considered for payment of O&M is not rational. The use of equipment is dependent on research objective of the Institutes on voyage as such all the equipment may not be used during the research, whereas, the contractor will depute his engineers on board for support all the scientific 24x7. Therefore the clause (The charges for operation of each equipment shall be payable only if the particular equipment is operated at least once during the quarter) be relaxed for payment.	No change is envisaged and EoI terms remain. The equipment service provider has to ensure that each of the equipment for which payments are sought during the quarter is tested atleast once in a quarter.
41.		The mandatory clauses in the agreement to be executed between the lead bidder and associate partners acceptable to MoESbe advised. At the stage of RFP vendors will submit MOU with the condition to submit MoES legally binding agreement on award of the LOI/work order.	MoU to be submitted as part of EoI offer. The agreement to be submitted as part of RFP offer. (Agreement format will be provided by

			MoES in RFP).
42.	Referring corrigendum	Please advise you require onboard AMC technician for each OEM of scientific equipment for new upcoming ships.	One technician per vessel similar to SagarPurvi for new CRVs.
43.	Chapter 3 - 3.3.1. Quarterly Payment	As per international standards and conventions the Operational Budget (which includes crew salaries, operational expenses, crew support costs, etc) are prepared and presented in advance to the Ship Owners, which are to be pre-funded. This is to ensure that the ship manager and the ship owner do not fall foul of requirements of MLC, P&I Clubs, and other international conventions, etc, so that the safety of the crew and the vessel are not compromised under any condition during operations because of lack of funds and/ or resources. Besides, it is the requirement of MLC, and NUSI, etc that crew salaries and support costs are to be kept aside in advance and to be paid on time, and all expenditure for the repatriation, etc (if required) of the crew members is dealt with expeditiously. It is also the requirement of the GOI as per its ratification of various international marine conventions. Hence, it is very strongly recommended that the budget for the O&M of the vessels belonging to MoES are pre-funded so that the ship manger does not fall foul of any of these requirements of the GOI, MLC, etc. Due process for retirement of budgets at the end of every month on submission of bills be followed. Which will also be in line with international formats like BIMCO Shipman 2009, etc. Also, a private company is not likely to have the wherewithal to pre-fund the operations of 7 number vessels for in excess of 3 months - this is likely to drive up the prices/ budget of operations due to the commercial cost of arranging for such a late quantum of sum in advance.	See Reply at Sl.6
44.		EMD ?	No EMD required for submitting EoI.
45.		Contract period to be 5 years or 3 .5 years ?	As per EoI.
46.		Spares/ stores / services to be arranged by MOES or Operator ?	By the operator.
47.		Will we have another pre-bid meeting after getting the Request for Proposal ?	Not Envisaged
48.		Manning – Can the manning requirement of FG / NCV be altered as per cruise schedule ?	Yes, as applicable
49.		Liquidated damages – 0.5 % of the total value of the contract per week – is this for each	For each vessel.

		vessel or all vessels put together ?	
50.	Chapter 3, 3.3.1 - 4	We seek clarification on the LD of Rs. 5.40 lakhs per day and its application for CRVs.	Clause Deleted. It will be calculated proportionately. See also comments at SI 9 above please.
51.	Chapter 3, 3.3.1 - 5	Can schedule banks be accepted for submission of Bank guarantees.	Yes
52.	Chapter 4 - 2.0 Experience:	Can you reconsider the experience of any Research Vessel Management for period of 5 years, and the management of ships / self propelled ships of GRT 2500 and above to 3 years, as this would provide MoES for a better healthy competition as you are aware that Shipping as such is not doing good for last few years.	As per EoI
53.	Chapter 3, Point 4	It is the prerogative of the port to allot the berth and the duration of stay as per the queuing system and arrival pattern of the vessel. However we shall make every endeavour to liaise with the port to avoid any delays.	OK
54.	Chapter 3, point 6	Tender documents does not specify as to the compensation for this scope of work. It is assumed that MoES will reimburse the cost on actual.	Details will be provided in RFP.
55.	Chapter 3, Point 9	As per the STCW code / MLC 2006, the crew onboard has certain norms with reference to working hours and the type of work they do. However without disturbing the routine watchkeeping and the duty bound responsibilities, shall deploy them to assist scientists / scientific activities. It is also suggested for additional manpower for assistance of scientific activities without exceeding the lifeboat capacity of the vessel.	Safety & Security of vessel should not be compromised & LSA capacity should not be exceeded.
56.	Chapter 3, Point 10	The arrangements for statutory Surveys (Class and / or Flag administration) would take place either in India or abroad and as the same could not be quantified, kindly reconsider for claiming on actual basis. Also, the statutory survey needs to be carried out while vessel is in Drydock and presume the survey fee cost would be included in Drydock scope.	Yes. Details will be provided in RFP.
57.	Chapter 3, Point 13	Can the service Engineers numbers be reduced? As the service Engineers are not seafarers, they are considered as SPS personal / scientific team and necessary letters shall be issued by MoES Institutes for their Signing On.	As per EOI.
58.	Chapter 3, Point 16	Linen washing / Laundry services can be carried out onboard to which sufficient washing machines are available onboard or they need to be sent ashore for washing.	Onboard washing for all vessels.
59.	Chapter 3,	Scientific equipment maintenance crew do not form part of the Ship's compliment as they	As per EoI .Details may be

	Point 18		do not hold valid CDC, also without quantifying the extra person, the cost to be incurred under this title cannot be arrived. Therefore please consider Scientific equipment crew as not part of ship's compliment and also quantify on the extra person to arrive at the cost factor.	provided in RFP.
60.	Chapter Point 3.3.1	3,	Kindly consider payment terms on completion of each month instead of quarterly payment in order to various expenses like crew wages, statutory payment etc., as the quantum of value is high. Can the initial payment be reconsidered at 80% of the invoiced value and 20% upon verification of submitted documents. No time frame is mentioned for the release of payments, kindly provide the same and also for various other invoices.	As per Sl. 8 reply.
61.	Chapter Point 3.3.1	3,	If one meal is consumed will the charges be paid as per the slab rates. - How are the beverages quantified.	Details may be provided in RFP.
62.	Chapter Point 3.3.1	3,	As there is monopoly and difficult to get offers for the operation and maintenance of scientific equipment onboard and the ship managers / crew are not familiar to this scope of work and therefore can this be treated as a separate contract. - The invoices may be raised on monthly basis and not quarterly and the request the same to be settled within 15 to 30 days from the date of receipt. - Kindly clarify who shall determine the period for trial / testing of the scientific equipments.	As per EoI. As per EoI. MoES institutes will decide the test protocols as per the requirements of different equipment. Details will be in RFP.
63.	Chapter point 3.3.1	3,	Kindly clarify on how the liquidated damages of Rs. 5.40 lakhs per day apply for smaller vessels.	See Sl. 9.
64.	Chapter point 3.3.1	3,	Kindly clarify on why PBG 10% of the annual contract value is considered as the total fees payable.	As per prevailing guidelines.
65.			Kindly clarify on who will bear the cost towards supply of FW, OEM spares, OEM attending engineers service charges and consumables.	By the contractor/bidder. Details may be provided in RFP.
66.			Kindly clarify on who will bear the cost towards P&I, H&M insurance and for operating	Actual on reimbursable basis

		in special areas and for the Scientific personals / Technicians from the scientific operation team.	Details may be provided in RFP.
67.	Page 14, S No2.0	Firm should have 2 year experience in operating scientific/similar vessels during last five years. Ind-Aust Maritime Pvt Ltd has been managing vessels throughout the last five years. The vessels have been tanker and passenger vessel. The only difference being such vessels do not have scientific equipment on board. Nevertheless tankers & passenger vessels have lots of instrumentation & software which is managed by the operator. Further in terms of the contract, section 2.1 on the same page, the bidder has to have an associate partner for the scientific operation and maintenance of scientific equipment. This aspect makes the vessel manager covering the requirement in section 2.0 above.	As per EoI
68.	Page 15 S No 5.0	The firm should have an average turnover of 40 crores in the last three years. Ind-Aust Maritime Pvt Ltd is the holding company and the Castle Ships Pvt Ltd its fully owned subsidiary. The joint turn over of Ind-Aust Maritime Pvt Ltd and Castle Ships Pvt Ltd meets the turnover criterion. This may kindly be considered and accepted.	As per EoI.
69.	Page 15 S No 6.0 DOC for other cargo vessel.	Ind-Aust Maritime Pvt Ltd has in its possession DOC for Tanker and Passenger vessel. The company was in possession of DOC for other vessels which was not renewed since was not required. Obtaining DOC for other vessel would be an extremely simple process (in light of company being in possession of DOC for tanker & passenger vessel) of submission of documentation to the Directorate General of Shipping & an audit. It is submitted that the required DOC for other vessel would be obtained well prior to the commencement of ship operation of scientific vessels.	Required DOC to be obtained and submitted along with the RFP
70.		Kindly advise on the crew requirements for the safe operation of the vessels (Minimum safe manning cert).	Details will be provided in RFP.
71.		Kindly confirm if the P&I and H&M insurance will be covered by MoES.	Reply as per Sl.66
72.		We would like to further clarify that worldwide shipping continues on a downward trend and this requirement of two profit years in the last three years should be waived. However if the theMoES still want profit years then this requirement should be made one instead of two.	Clause 5.0 Turnover of EOI Chapter 4 to be read as :- Firm should have an average turnover of Rs. 40 Crore per annum during last three consecutive years as on 31-3-2018. The firm should submit the insolvency certificate

			from Scheduled Banks. In case of Consortium, insolvency certificate of relevant field is to be submitted.
73.	Chapter – 3 Clause 1 Sub Clause 3.1 Para 6	Please amend as any Public Sector Oil Company, so as to include HPCL etc	Acceptable.
74.	Para 8	Cost of reverting into service / repairing any equipment found non operational during time of commencement of contract will be paid separately over and above contractual payments.	Yes.Details may be provided in RFP.
75.	Chapter – 3 Clause 3 Page 11	The charges for operation of each equipment shall be payable if the particular equipment is in operational condition during the quarter. The Principal may verify operational readiness of equipment if they so require.	Yes. Details will be provided in RFP.
76.	Chapter – 3 Clause 4. LIQUIDATED DAMAGES:-	1) Please clarify that the penalty is 0.5% of Annual Contract Value and not total contract value. 2) Please clarify if this 0.5% is only applied on the Manning/ Management component of the annual contract value and not on the scientific equipment AMC component. 3) Please clarify that the 0.5% is only applied on the annual contract value for the vessel which is non operational and not for all vessels contract value. 4) Please delete the penalty of Rs.5.4 Lakhs per day.	Yes. No. On the total contract value. Yes, for each vessel separately. See also reply to SI 9.
77.	Chapter 3 Clause 7	ARBITRATION - Both parties should jointly appoint the arbitrator or each shall appoint one arbitrator and a third neutral arbitrator will be appointed Indian Council of Arbitration.	Standard Clause. Further details in RFP.
78.	Chapter – 4 Eligibility and Prequalification Criteria 4.1 1. Technical Criteria: Clause 1.1	Please confirm that a legal consortium agreement on stamp paper will meet this requirement. Please provide any recommended format for such an agreement as rejection of a consortium/ JV agreement cannot be left to the judgement of the tender verifying individual. We also recommend that the lead bidder has to be a ship manager as there are various statutory liabilities associated with it which could otherwise be diluted.	MoU is agreed. Agreement in RFP Noted .
79.	Chapter 4 Clause 2 Page	Similar vessels shall be research vessels, survey vessels, dive support vessels, vessels used for deploying ROV's or drill ships.	Similar vessel included are seismic vessels, survey

	14		vesses, vessels used for deploying ROVS and drill ships.
80.	Chapter – 4 Eligibility and Prequalification Criteria Clause 5.0 Turnover Page 15	Firm should have an average turnover of Rs 40.00 Crore per annum during last three consecutive years. If more than one firm is bidding as a consortium/ joint venture, the cumulative turnover of the members shall be considered.	As per reply in Sl. 72 above.
81.	Chapter – 4 Eligibility and Prequalification Criteria Clause 6.0 Page 15	Recommend that company shall have DOC (any type of ship) for 3 years as well as hold a valid DOC for (Other Cargo Ship) for at least the past one year before 1st October 2018.	As per EoI
82.		<p>This query is with regard to the list of Scientific equipments provided in Annexure I. Kindly confirm that if any equipment(s) becomes obsolete or if spares are no longer available, will the list be excluded from the existing list or will a new or replacement for the same be provided.</p> <p>Regarding new version of softwares, kindly confirm if the same will be upgarded from your end? If upgrades not available, will new version be included / Provided by the owners.</p> <p>Will the critical spares list be provided, if so will the cost of the same be borne by the owners as the scope includes maintenance and servicing.</p>	Upgrades for equipment and software would be provided by the owners. List of critical spares shall jointly arrived at by the successful bidder.
83.		Reference the queries, discussions and points raised during the pre-bid meeting held on the 20th of September, In case there are major deviations from the criteria as specified in the original document (subject) EOI in the replies of MoES post the pre-bid, we should be allowed to make representations, put queries and request for changes as may be necessary.	No. Pre-bid decisions/replies be considered vis-a-vis EoI terms for submitting the bid document.
84.		We request that the PGB be capped at 1 month of the annual contract value excluding the value of bunkers.	As per EoI.
85.		Considering the industry operating standards and practices the monthly payment should be pre-funded by the owners, to avoid hardships to all stake holders.	As per EoI.
86.		It is requested that MoES has a direct contract with the PSU NOC, and all their bills are	See comments at Sl 30 above.

		also cleared directly by the MoES for bunkers.	
87.		All Indian Banks (including private banks) should be able to provide the BGs for the subject project.	All Scheduled Bank are acceptable.

List of documents to be submitted by the bidders

1. Form 26AS
2. Certificate of Registration issued by RoC (MCA)
3. Certificate of Registration issued by DG (Shipping) in case of Shipping Company
4. List of all Directors of Partnering Companies in case of Consortium
5. List of DINs of all current Directors (after complying with KYC norms issued by MCA)
6. Copy of MoA accepted by RoC (MCA)
7. Copy AoA accepted by RoC (MCA)
8. Certificate of Commencement of Business issued by RoC (MCA)
- 9 Audited Balance Sheet/P&L Statement/Certificate of Owner's Equity

All the above cited documents need to be certified and submitted by all members in case of consortium.
