

ऱाष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

संविदा आमंत्रण सूचना(नि.आ.सू.)

NOTICE INVITING TENDER (NIT)

फ़ार्म ख्या: NIOT/S&P/NIT

Form No. e-procurement schedule



निविदा संख्या/ Tender No.		NIOT/HVT/1194//2022-2023
को जारी/ Tender Title		Drydocking and Afloat repairs of CRV Sagar Anveshika
निविदा प्रणाली/Tender M	1ode	OTTB (Open Tender Two Bid) - Domestic
निविदा जारी होने की तिथि	T/Tender Issue date	13.12.2022
निविदा बंद होने की तिथि Tender Closing Date ar		13.01.2023 at 11.00 AM
निविदा खुलने की तिथि व Tender Opening Date a		13.01.2023 at 11.30 AM
Pre-bid meeting Date a	and Time	21.12.2022 at 11.30 am through WebEX
Submission of EMD/ ईएमडी जमा करना		 INR. 14,00,000/- a) Scanned copy of the EMD to be uploaded in the Central Procurement portal b) Original EMD should be submitted through courier/speed post or in person dropped at the tender box. The original EMD should reach NIOT well before the Closing date and time of the tender
विविदा प्रलेख उपलब्धता स्थान/ Tender Documents available place		Tender documents can be downloaded from www.eprocure.gov.in/eprocure/app and our website www.niot.res.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.
Bidding Type &Tender submission/ बोली का प्रकार & निविदा जमा करना		The tender is being Two Bid system, Techno-commercial Bid and BOQ (Price Bid) should be submitted electronically through e-tender portalwww.eprocure.gov.in/eprocure/app
ई-निविदा के लिये सहायता मैनुअल/ Help manual for e-tender		Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting
		published kindly contact the respective Tender Inviting Authority.
अपने प्रश्न ई मेल आईडी पर भेजें Send your queries to the email IDs	निविदा के अंतिम चरण तक/ Upto Tender finalization	hvt@niot.res.in / support-eproc@nic.in / cppp-nic@nic.in

राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY वेलचेरी ताम्बरम मेन रोड VELACHERY TAMBARAM MAIN ROAD नारायण प्रम, चेन्नै 600 100 NARAYANPURAM, CHENNAI 600 100

रा.स.प्रौ.सं. वेबसाइट/NIOT Website : http/www.niot.res.in/tender

BID PREPARATION AND TENDER SUBMISSION PROCEDURE INSTRUCTIONS FOR BIDDERS

Bidders may download the help documents and Bidders manual kit and FAQ from www.eprocure.gov.in/app. Toll free Helpdesk phone number 180030702232

- a) For any technical queries related to operation of the Central Procurement Portal please mail to cppp-nic@nic.in OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972**, **91 7878007973**, **91 7574889874**.
- b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers-91 8826246593 **Tel:** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to support-eproc@nic.in
- **c)** For any policy related matter / clarifications please contact cppp-doe@nic.in managed by Dept of Expenditure, Min of Finance.
- **d)** For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).
- e) The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.

INTRODUCTION

National Institute of Ocean Technology (NIOT), an autonomous body under the Ministry of Earth Sciences is engaged in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender Document

E-bids are invited on behalf of the National Institute of Ocean Technology for the **Dry Dock and Afloat Repairs of CRV SAGAR ANVESHIKA.**

- 1) Submission of bids: Bidders are advised to submit their Bid/quotation in two parts containing Technical proposal and unpriced BOQ part-1, and price bid (BOQ) as part-2 should be submitted electronically through eprocurement portal www.eprocure.gov.in/app.
- 2) This NIT shall form part of the Letter of Intent (LOI) / Contract document.
- 3) Terms and conditions indicated in the NIT (GCC) shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated below wherever difference arises.

INSTRUCTION TO BIDDERS

4) Pre Bid meeting:

Pre bid meeting shall be held on 21.12.2022 at 11.30 am through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficientlyin advance by email on or before 20.12.2022 at 3.00 pm to <a href="https://hytoghaliter.com/hytoghalite

- 5) Security: Any information / material / document supplied along with this tender or after placement LOI should not be disclosed or copied without written permission from NIOT.
- 6) Contacting NIOT: No correspondence / discussion /visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications. Any violation of this will render the quotation as invalid. However, if the bidder requires any clarification on the bid, the query may be mailed to the mail ID hvt@niot.res.in.
- 7) Tender Opening: All the tenderer can participate in the tender opening with proper authorization letter from the respective Company. However due to COVID, the participant may be allowed as per the NIOT norms.
- 8) Default in Performance:

If any Contractor is not success fully discharging their contractual obligations against the LOI /contract placed on them by NIOT within the agreed time limit,(OR)if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Contractor from participation in future tenders of NIOT for a minimum period of one year after encashing / forfeiting the EMD/ Performance Security submitted by the contractor. Even after revoking the suspension period if the Contractor's performance still continues to be the same without any improvement, NIOT reserves its right to BAN such contractor permanently from participation in all the tenders of NIOT and other organizations under MoES.

9) Service: The dry docking work should commence only after signing of the contract with NIOT by the successful bidder

10) LOI Acceptance:

A Letter of Intent (LOI) will be issued to the successful lowest bidder. The successful bidder (contractor) should LOI within 7 days from the date of the LOI, failing which it shall be presumed that the contractor is not interested, and the EMD submitted by the bidder will be encashed or forfeited.

11) Signing of Contract:

The contract to be signed on INR 500 non-judicial stamp paper within 15 days from the date of LOI acceptance. The contractor should submit Power of Attorney and Board Resolution Copy for the official who will be authorized to sign the contract with NIOT. If the contract is signed by the Director of the firm, copy of the memorandum of Association (MOA) to be submitted.

12) One Bid per Bidder:

A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, if a bidder submitting more than onebid will result in rejection of all the bids.

13) Pre-Qualification Criteria

a. Technical

- i. The Shipyard should have built/retro-fitted/dry-docked a ship with a length of 50 m and above and a draft of 3.5 m and above during the last 08 years as on 31st December, 2022. Documentary proof required.
- ii. The Shipyard should have built/retro-fitted/dry-docked a ship fitted with sonar equipment during last 08 years as on 31st December, 2022. Documentary proof required.
- iii. The shipyard should have their own dry-docking / slipway facility of minimum length of 48 m and berthing facility for undertaking dry-dock work and afloat repairs.
- iv. Yard shall confirm firm availability of yard facility to dry dock the ship within 15 days from the date of signing of contract. Failure to adhere to timeline will result in cancellation of LOI/Contract and other punitive actions as per extant guidelines of Govt. of India including suspension from participation in all Govt. of India and forfeiture of EMD/Security deposit. A undertaking letter as per Annexure-C shall be submitted.

b. Financial Criteria

- i. The average annual financial turnover of 'The bidder' during the last three years, ending on '31st March 2022, should be minimum of **Rs.2.00 crores** as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.
- ii. The net worth of the Bidder firm should not be negative on 31.03.2022 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date' (i.e.) 31.03.2022.

BIDDING CONDITIONS

14) Due date Extension, Corrigendum to NIT:

Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting if any will be notified in NIOT website and NIOT e-tender Portal. Hence bidders are requested to visit the abovewebsites for such due date extension and corrigendum if any.

15) In case of the unscheduled holiday in Chennai

Being declared on the prescribed closing /opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing / opening of the tender.

16) Unsolicited correspondences:

NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

17) Submission of tender:

Submission of tender by any bidder implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done and conditions of the NIT and SCC. Conditional offers are liable for rejection. Bidders also to understand that being e-tender shall submit their tenders as per e- tender instructions well before the due date and time.

18) Non Receipt of Tender:

NIOT will not be responsible for the non receipt of the tender due to any network problem.

19) Bid Validity:

Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-Commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre- qualification and/or in ensuring conformance to the specifications /requirements of the tender. In the event of any delay in evaluation attributable to the bidder, bidders shall extend the tender validity by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

20) Bid validity extension:

In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses there to shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the bid as requested by NIOT as per the bid security declaration submitted.

21) Conditional offers:

Any Conditional Offer /quotations shall not be accepted and shall be treated as invalid tender and liable for rejection.

22) EMD / Bid Security: The EMD / Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

The EMD / Bid Security shall be in the form of a Bank demand draft drawn in favour of "NIOT OTHER RECEIPT ACCOUNT" in INR or in equivalent foreign currency or a guarantee from a public sector bank or reputed foreign bank acceptable to NIOT and the original should be submitted to NIOT before tender due date. The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT web site. The format can be downloaded from the website https://www.niot.res.in/index.php/vendor/login.

- a) By Demand Draft/Banker's Cheque drawn in favour of "NIOT-OTHER RECEIPTS ACCOUNT", NIOT, payable at Chennai (or)
- b) Bank Guarantee as per prescribed format issued by an Indian nationalized bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid (or)
- c) Insurance Security Bond (or)
- d) Fixed Deposit Receipt (or)
- e) Online payment in an acceptable form

If the EMD (scanned copy of the EMD) is not submitted along with Techno-commercial (Part-I). The bid will be summarily rejected. The original EMD should be submitted (or) reach NIOT on or before closing date the time of the tender.

MSME Clause:

"Micro and Small Enterprises (MSE's) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid Security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issue by the appropriate authorities, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit bids for tenders with NIOT and all the departments under MoES. The bid declaration format to be attached.

23) Conditions for EMD / Bid Security: EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or replacement of LOI whichever is later.

EMD may be forfeited:

- a) If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect, its bid during the period of bid validity specified by the bidder on the bid form; or
- b) In case of a successful bidder, fails to furnish LOI acceptance within 7 days of the LOI and / or fails to furnish Performance Security.

EMD for a successful bidder shall be adjusted against performance security payable, if EMD is submitted in the form of DD / refunded, if performance security is paid in full / performance security is submitted in the form of Bank Guarantee.

24) Signing of bids:

Each page of the tender and tender document shall be signed and uploaded by the bidder in eprocurement portal.

25) Submission of the compliance sheets along with tender

Submission of all compliance sheets as per Annexure-I. <u>THE TENDERER SHALL SUBMIT TECHNICAL DETAILS EVALUATION SHEET, TECHNICAL & COMMERCIAL COMPLIANCE SHEETS ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED.</u> The Price bid should be unconditional.

- 26) Bid or modification to bids received after closing date and time shall not be considered. Such modified bid together with original bid will summarily be rejected. Modification to the bid after reopening the bid will not be considered unless specifically requested for by NIOT. Such unsolicited communication will result in rejection of the tender submitted by the bidder and other action as per GoI guidelines.
 - 27) Canvassing: Exerting pressure and/or offering induce meant in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.
 - 28) Award: NIOT shall place the LOI to the successful bidder as per NIT/SCC/Corrigendum terms only.
 - 29) Commercial compliance shall be uploaded along with the offer as per the NIT.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

- 30) Currency of bids: Prices should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.
- 31) Guaranteed period of Completion—specific performance of contract; The Guaranteed time of commence of dry dock and completion of the dry docking of CRV Sagar Anveshika proving the quality service before handing over vessel to NIOT as per tender technical specifications / scope within 45 days from the date of handing over the vessel. The contractor will be subject to continued progress monitoring by the NIOT and any short fall in the proposed physical progress shall be made good at the earliest opportunity. However in the assessment of NIOT that contractor is not committed to ensure timely performance, NIOT can take any action including the Risk Purchase guidelines of Govt. of India and in public interest to ensure timely completion of the dry-dock without cost and time over run. Time is the essence of the contract. Contractor shall ensure that the entire contractual obligations is fulfilled / completed well within guaranteed completion period.
- 32) Extension of Completion period: If the completion of service is delayed due to force majeure such as acts of God. Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractorshallwithin3days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of Completion period. NIOT on receipt of such notice may agree to extend the Contract completion period as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery periodas a matter of right. NIOT shall have the right to either cancel/extend the time period / levy LDas appropriate.
- 33) Delay incompletion/Liquidated Damage (LD): If the Contract or fails to complete the Scope of work and such <u>delay is attributable to the contractor</u>, NIOT shall recover from the contractor as liquidated damages a sum of 1% of the contract price for each week of delay. The total liquidated damages shall not exceed 10% (ten percent) of the contract price.
- 34) Insurance: The contractor should get the personnel, equipment and material supplied under this contract insured against all risk loss or damage that may be caused during the course of manufacturing, transportation, supply, erection/ Installation and acceptance of components of this tender within contract price well before commencement of the work in the manner specified in SCC. The proof shall be submitted to NIOT. Copy of insurance shall be submitted to NIOT and it is contractor's responsibility to keep in force the insurance policy to cover all risk during the entire currency of contract and until the work is handed over to NIOT. Any accidents occurred in the due process of work shall be insured in all risk insurance policy and within the contract price. Any claim arising under this contract shall be settled by the contractor without waiting for settlement of insurance claim and shall proceed with the work for timely completion as envisaged under this contract.

All risk policy covering entire project activities shall be submitted well before commencement of any work under this contract.

35) Service contract Insurance: Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b)In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, andoperational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things. NIOT shall have no liability what so ever in this regard. Such insurance policies of the Contractor shall embody the following clauses.

"The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates or assigns."

36) Force Majeure:

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

37) Taxes and duties:

Goods & Services Tax (GST) as applicable as per Govt. of India norms. The GST @ 5% shall be payable.

Deductibles:

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

b) GST-TDS:

GST-TDS is deductible on supply of goods or Service in respect of Intra–State supplies at the rate of 2% (CGST@1% and SGST@ 1%) and also in case of Inter-State supplies the rate of 2% from the payment made or credited to the supplier of taxable Service. IT-TDS under section 194J of IT act 1961 will be deducted as applicable.

38) Performance Security:

The successful bidder (contractor) should deposit 3% of the total contract value as Performance Security **within 10 days** from the date of issue of LOI /contract. The value of performance security shall be at prevalent rates and as per Govt. of directives in force from time to time in one of the following forms:

- a) Insurance Surety Bonds
- b) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR or in equivalent foreign currency)

- c) Fixed Deposit Receipt from any Commercial Bank.
- d) Bank Guarantee from any of the Commercial Banks.
- e) Online payment in an acceptable form.

Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the LOI and the EMD submitted shall be forfeited. The performance security shall be refunded / discharged after virtual completion certification of dry docking and successful trial run for one month period. The performance security shall be liable to be forfeited at the option of NIOT, if the Contractor fails to carry out the work or to perform /observe any of the conditions of the Contract.

NIOT shall be at liberty to deduct /recover any of their dues from the performance guarantee. All compensation or any other sums of money payable by the Contractor to NIOT under the terms of the Contract may be deducted from or paid by encashment/ adjustment of a sufficient part of the performance guarantee or from any sum due or maybe come due to the Contractor by NIOT on any account whatsoever and in the event of his Contract Performance Guarantee being reduced by reason of any such deduction or encashment as aforesaid, the Contractor shall within fifteen days thereafter, make good the amount so reduced, in the form of Bank Guarantee in the prescribed format. If not made good within the said period, if NIOT feels in public interest to terminate the contract and complete the work at the risk and cost of the contractor.

39) Performance Bank Guarantee:

Performance bank guarantee for 10% of the value of supply should be provided and it should be valid throughout the warranty period. Performance Bank Guarantee should be from any Nationalized /Commercial bank in India or their branches outside India. In case the performance bank guarantee is not provided, the 10% payment will be released after completion of the warranty period. Bidder should clearly mention their acceptance to this effect in their quote.

40) Termination of contract by NIOT:

NIOT retain the right to terminate the contract in case of violations of any of the terms of the contract by giving 15 days' notice to the contractor. Upon such termination, the contractor shall not been titled for any payment of consideration apart from NIOT's right to take any lawful action to protect public interest. NIOT shall exercise its right to get the work done through any capable contractor at the sole risk and cost of the contract or under 'risk purchase 'guidelines of Govt. of India in force from time to time. The Contract placed will be cancelled and the performance Security Deposit or any other Bank Guarantees will be forfeited.

41) Arbitration/Disputes:

In the event of any dispute any time during the entire duration of contract, both the parties shall try to resolve through mutual decision to resolve such disputes. In case of the same is not resolved, parties will submit for mediation to IEM under the integrity pact and as per extent instructions of Govt. of India for resolution. No party shall rush to any court of law without completion of mediation and arbitration as contemplated. In the event of any disputes, difference, interpretation or application relating to this agreement arises; the same shall be settled amicably by the parties.

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

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act,1996 or any statutory modification so reenactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall beat Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract.

However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

42) Indemnities:

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

- i) Breach of this contract/Agreement by the Contractor
- **ii)** Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii) Violation or contravention of any Legislation on the part of the Contractor
- **iv)** Any negligence or willful misconduct of Contractor, which violates any provision of this Agreement
- **v)** Infringement of any intellectual property belonging to any third party by the Contractor
- **vi)** Any breach of an agreement or understanding between Contractor and any and all Third Parties due to which a liability arises on NIOT
- **vii)** Any claim that any representations or warranties contained herein are not true or any breach thereof
- viii) Any loss or damage caused by the Contract or to NIOT, its personnel or property
- **ix)** Any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen
- **x)** Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- **xi)** Any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation
- **xii)** Payment of all royalties, rent, toll charges ,local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work
- **xiii)** Unauthorized obstruction or nuisance caused by the contract or in respect of Public or Private Road, railway tracks, foot paths, crane tracks, waterways, quays and other properties belonging to any person
- **xiv)** Damage/injury caused to any highway and bridge on account of the movement of Contractor's equipment and materials in connection with the work

xv) Pollution of water way and damage caused to river, lock, seawall or other structure related to waterway, in transporting contractor's equipment and materials, except where such pollution is normal to the activities carried out

43) Assignment and Subcontracting

The Contractor shall not assign the Contractor any part thereof, or any benefit or interest therein or here under, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this contract without a formal written request and approval by NIOT. Also the Contractor shall not assign the Contractor any part thereof, or any benefit or interest there in or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this contract without a formal written request and approval by NIOT.

Contracting arrangements for the purpose of qualifying shall be ensured throughout the currency of contract and not subject to any change post award of contract.

Commercial Terms Compliance sheet (To be filled by bidder)

S.No	Particulars	Yes /No	Page Ref
1.	Whether every page of the tender document is signed and uploaded in the e-wizard portal along with the other documents.		
2.	Whether Taxes and duties are shown separately in the quote.		
	(Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)		
3.	Whether EMD for Rs. 14, 00,000/- is uploaded along with the Technical bid Part A?		
4.	Whether accepted to submit the LOI acceptance within 7 days from the date of receipt of the LOI?		
5.	Whether submission of 3% of the contract value as Performance Security is acceptable?		
6.	Whether Quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?		
7.	Whether payment terms of the tender is complied with?		
8.	Whether the tender is fully complying with tender specification / Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?		
9.	Whether item-wise price is quoted as per price bid and quoted price is realistic?		
10	Whether liquidated damage as specified in the NIT accepted unconditionally?		
11	Whether duly signed un-priced commercial bid (Part-B) is submitted along with (part – A) Technical Bid?		
12.	Whether the completion period is acceptable as per the tender, and firm availability complied as per clause 7(a) of SCC and 31 of NIT?		
13.	Whether a copy of your GST/TIN//ST Registration certificates and PAN details are uploaded		
15.	Whether the warranty period is acceptable as per the tender.		
16.	Whether the Integrity Pact is signed by the authority signatory and uploaded.		

SPECIAL CONTRACT CONDITION (SCC)

TENDER SPECIFICATION FOR "Dry-dock and Afloat Repairs of CRV Sagar Anveshika"

The National Institute of Ocean Technology (NIOT), Ministry of Earth Sciences, Govt., of India has been operating research vessel to cater the scientific community need namely "CRV Sagar Anveshika". This vessel is being utilized for various scientific operations viz., Bathymetry survey of Exclusive Economic Zone [EEZ], testing of various underwater components, Coastal Environmental study, technology demonstration and various other programmes of MoES along the Indian coast. NIOT proposed to carry out dry-dock and afloat repairs of the vessel as per statutory requirements.

1 DESCRIPTION OF THE VESSEL

Introduction

Sagar Anveshika is Coastal Research Vessel [CRV] of National Institute of Ocean Technology (NIOT) - Chennai, Ministry of Earth Sciences, and Govt. of India, operated and maintained by Vessel Management Cell of NIOT. This ship is equipped with the state-of-the-art scientific laboratories with advanced Scientific Equipment & sophisticated mechanical handling systems to augment the observational and sampling capabilities of our scientific community in Indian coastal waters to a great extent upto EEZ of India.

Refit work includes dry-dock& afloat repairs viz. structural repairs, modifications, overhauling of Propulsion system, cleaning and painting of hull, superstructure and etc. NIOT intends to get the refit work executed in shortest possible time and in most economical manner during this dry-docking/Refit work.

2 General Information of the Vessel:

Sagar Anveshika was built by M/s Titagarh Shipyard at Kolkata and was delivered to NIOT during February, 2020. This ship is a versatile ocean observing platform equipped with more than 40 scientific equipments such as Multi beam & Single beam Echo sounders, USBL, CTD, Gravity Corer, Sub- bottom Profiler, Auto salinometer, Auto analyzer, FTIR, Zoom Stereo Microscope, ADCP and many other scientific instruments to support and perform specific research operations in various roles that may include seismic and hydrographical surveys, oceanographic and atmospheric research studies. The arrangement and fit-out of the vessel are developed to serve dedicated tasks and scientific activities with unique set of mission requirement.

Sagar Anveshika has a dedicated dry laboratory, wet laboratory and sample room for in-situ analysis and preservation of sample onboard. The ship is also equipped with drop keel that houses a number of scientific equipment to obtain a high-quality data free from any noise.

Sagar Anveshika has a twin screw propeller, retractable bow thruster, two main engines for propulsion and 3 diesel generators for supply of auxiliary powers with a

dedicated winch control station for operating the winch and frames. The vessel is designed with an endurance of 15 days accommodating 7 Scientist and 13 officer/crew.

3 A. Main Particulars of CRV Sagar Anveshika:

Length overall	43m
Length BP	39m
Beam (Moulded)	9.6m
Depth (Moulded)	3.7m
Design Draft	2.5 m
GT	496 MT
NT	149 MT
Dead weight	181 ton
Main Engine	2x552kW
Bow Thruster	1x149kW
Generators	3x200kVA
Endurance	15 days
Classification	IRS
Class Notations	SUL, Coastal Research Vessel
Fuel Capacity	66 m ³
Fresh water capacity	20 m ³
Crew on board	13
Scientists onboard	07
Call Sign	VTAR
IMO Number	9867217
Official Number	4581

4 Inspection of vessel

Bidders may inspect the subject vessel at available port within India required to assess the works to be carried during dry-dock before submitting their bid to understand scope of services / works and Bill of Quantities. Bidders will be informed about vessel position on receipt of their request. In the event of any assistance required for inspection, Vessel Management Cell- drydockanveshika@niot.res.in can be contacted.

5 Evaluation of bids

a) Bidder who fulfils the Pre-Qualification criteria, technical and financial criteria shall be considered for evaluation of their bid.

Annexure – I: Techno-commercial (un-priced) bid

S. No	Particulars	Brief details – Supporting documents to be attached
1.	Name, Address, Telephone, Fax Number and E-mail ID of the company	
2.	Year of company incorporation (Please enclose company profile)	
3.	The Shipyard should have built/retro-fitted/dry-docked a ship with a length of 50 m and above and a draft of 3.5 m and above during the last 08 years as on 31 st December, 2022. Documentary proof required.	
4.	Shipyard should have built/retro-fitted/dry-dock a ship with sonar equipment during the last 08 years as on 31 st December, 2022. Documentary proof required.	
5.	The shipyard should have their own dry-docking / slipway facility of minimum length 48m and berthing facility for undertaking dry-dock work and afloat repairs.	
6.	Value of contracts executed in last 5 years (minimum value of 50 lakhs)	
7.	Performance statement form as per Annexure-B	
8.	Copy of duly signed blank price bid with a declaration that no condition, exception and deviation has been made in the e-price bid submitted	

Signature of the Authorized
SignatoryCompany seal:

6. Format of Price Bid

- 1) The bidder should fill up prices in **BOQ** format as given in the tender and submit it along with online Price Bid. Wherever lump sum value has been asked for any item of job in Bill of Quantity, the bidder shall quote strictly lump sum rates for the entire job in that item. Wherever the unit rates have been asked for the bidder shall quote the unit price. The quantities shown against such item is for evaluation purpose. If any clarification in the Excel BOQ, the same shall be referred in the scope of work at Annexure-1.
- 2) **Price Bid** should specify total value of all services and items to be supplied as per BOQ. All the line item to be quoted any line item is blank it implies it is zero value for that particular line item and the service of that line item would be provided by the bidder satisfactorily at zero cost. No job should be left unattended.

7.Payment

- a. The entire work will be required to be completed including satisfactory trials by Surveyor / NIOT representative within 45 days for Sagar Anveshika time from the date of handing over of the vessel to the shipyard.
- b. For any days or part thereof loss in working due to unforeseen reasons, leading to delay in completion of the repairs, the same would be required to be notified to NIOT in writing with joint assessment report for review by Committee.
- c. Stage payment will be claimed on reaching such stage for vessel as per below table and based on the progress assessed for the same as per assessment of NIOT.
- d. Final payment shall be made on the actual quantity of the job executed by the Shipyard. Any new or additional job to be undertaken after receiving due approval only. If the actual quantity exceeds/reduces from the estimated quantity, then the excess payment / deduction on payment shall be adjusted and made based on prorata and/or actual work done and accepted by NIOT for such line items.
- e. NIOT will make necessary effort to release the each stage payments within 15 days from the date of receipt of the complete invoice duly certified authority/official and along with the all required supporting documents.

Stage number	Completion of Activity	Percentage of Payment	Remarks
1	Commencement of work at the shipyard and submission of work plan	20 % of contractvalue	Against submission of equivalent value in 110% BG, payment will be released BG will be released on completion of stage 3 below

2	On successful completion of docking and Un-docking the ship	50% of contract value	
3	On satisfactory Completion of work, Harbour trials and Sea trials, Submission of full Repair report with IRS and Shipyard certification	20% of contract value with adjustment of actual quantity	
4	After completion of warranty	10 % on contract value	Against BG of 10% payment may be released if claimed

8. Quality of work and material used /replaced

i) Quality & Workmanship:

The work is to be carried out with best quality materials and with high degree of workmanship to the entire satisfaction of IRS/MMD Surveyors & NIOT's Representative. All steel material used to be of IRS/Class test certificates.

ii) Welding:

All welding is to be carried out by certified and experienced welders in an approved manner and as per relevant Indian Standard Specification (Latest Revision). Controlled ambient conditions need to be established for carrying out welding.

iii) Electrodes:

Electrodes to be used for welding shall be of approved variety/brand of Statutory Authority/IRS/IACS. Consumables such as gas, oxygen, oil, tools, jigs, binding and mending materials, cleaning and other general articles are to be approved variety / compliant brand of Statutory Authority/IRS/IACS.

iv) Staging:

Staging of adequate strength and area, together with reasonable access thereto as per safety regulations shall be provided by Shipyard to facilitate the work of repair/renewal painting and inspection without any additional cost.

v) **Hose Testing:**

All repaired and renewed areas to be tested with water hose having adequate pressure for ascertaining water tightness and shown to Surveyor. Necessary Hose, Hose coupling, Nozzle for undertaking hose testing to be provided by Shipyard. Necessary arrangements for testing have to be done by the Shipyard and all other costs to be borne by the Shipyard.

vi) Engine/Machinery parts, Spares: (For all NIOT supplied spares /materials/ Equipment necessary permission & clearance like customs, CISF etc., to be obtained by the successful Shipyard to bring it onboard ship. Closed storing place to be provided in order to protect these items from any adverse weather conditions. Loading/ unloading including crane, manpower to be provided by the shipyard).

Major machinery spares of main engine, auxiliary engine including alternator, gear box, bow thrusters, stern tube seals, EVAC Toilet & STP system will be supplied by NIOT., All other spares / consumables required as per tender specification for overhauling of valves, pumps, motors, AC system, air compressor, OWS, RO plant, windlass, capstan, galley equipment, bilge alarm system, bridge equipment, LSA, FFA, paints, anodes, etc., are under the scope of shipyard.

vii) Chipping, Scraping, Cleaning & Painting:

Chipping, Scraping, Cleaning, Blasting & Painting work as per the existing colour code and specification for the vessel has to be carried out by the Shipyard and accordingly it has been included in the Bill of Quantities.

- viii) All workmanship and materials to be of standard quality suitable for the purpose intended and all to be done to the satisfaction of the NIOT representative and the Classifications' Surveyors. Quality procedures have to be maintained as per the standard Shipping practice.
- ix) Management of health and safety at work and the fire precautions at the work place, as per the safety rules and regulations recommended to the yard should be complied with.
- x) Shipyard should arrange daily meetings with Technical Superintendent/Ship Staff/NIOTRepresentative on plan/action/status of dry dock and afloat repair works.

xi) Rectification of defects:

The Shipyard will be bound to rectify the defects in material and workmanship detected at any stage of inspection and even after final inspection. Such rectification will have to be done in a manner approved by IRS/MMD Surveyor/Technical Superintendent/NIOT Representative at no extra cost to NIOT. No extension of completion time will be granted on account of rectification work.

- **Replacement of all timbers** if not otherwise specified, shall be done with good quality Sal Wood.
- xiii) The bid price must cover and include the work herein specified and all removals of previously sound parts which have been clearly broken or damaged by the Shipyard's workmen shall be repaired / replaced free of cost.
- **xiv**) Any oil on-board the vessel, which may disturb the repair work, is to be transferred to other compartments on-board or ashore as may be required and finally replaced or made good to NIOT's requirements.
- xv) OEM ENGINEER: Bidder shall involve OEM /OEM authorized engineer for repair/overhaul/service work as per scope of work mentioned. In case, OEM Engineer is unable to come for service due to COVID travel restrictions, approval to undertake the job by shipyard may be sought.

- xvi) All COVID protocols and safety measures shall be adhered as per the prevailing guidelines issued by Govt. of India / Concerned State.
- xvii) Proper protection and safety precautionary measures for the underwater sensors / transducers installed in the hull and drop keel are to be ensured during docking / undocking / high pressure water washing / chipping / painting / or any other underwater related work.

xviii) Protection of all-onboard equipment has to be ensured during the entire dry-docking work.

9. Charges for incidental services / work

- i) Electric power at berth/dry-dock shall be arranged by the Shipyard. The kWh meter reading before supply and after end of work should be witnessed by Ship's staff /Technical Superintendent/NIOT Representative. Suitable power cable shall be arranged by the Shipyard.
- ii) Fresh Water at berth/dry dock shall be supplied by the Shipyard.
- iii) Unless otherwise specified, in the entire specifications in all items of work whether Unit rate or Lump Sum (LS) rate, all Washers, Studs, G.I. Bolts & Nuts, Screw and other fasteners, joints, split pins, cable lugs, connectors, jointing & compounds will be also treated as consumables and cost of renewals of those as necessary/required shall be taken in account by the bidders while quoting such rates/L.S. rates against respective items of work.
- iv) In the entire specifications, unless otherwise specified, in all L.S. rates items of work wherever repair/attending to steel work, foundations, structures, fixtures those have been asked for or necessary, such 'repair' will cover, within the quoted price, local fairing of part/parts of such structure, mending and welding of cracks, buildings up a grinding of parts, all in an approved manner and as recommended.
- v) Rates for repair of wooden furniture, doors and windows etc., shall include the cost of replacement of all broken/worn out/missing joinery materials, screws, nails, hooks, hinges, socket bolts, hasp and staples, drawer locks & adhesives. Joinery materials to be used in above repair shall be near around same material as existing. Timber shall be good quality sal wood. Renewals of hydraulic door closures, door locks are also included Lump Sum rate.
- vi) Rate for repairs of Port hole glasses, window glasses etc., shall include all repairs/renewals (excluding total renewal of frames), renewals of opening/closing arrangements of equipment renewal of rubber gaskets, supply and fitting of water collection trays etc. if covered in the scope of work.
- vii) Rate for blower casing, trunk way shall also include part renewal of casing and trunk way plating as may be necessary/recommended in the exposed area.

- viii) It may be so required that certain plant and machinery, equipment furniture fixtures, paneling may be required to be removed and fitted back in order to attend to adjacent repairs such as steel renewal required to be carried out under the Bill of Quantities without any additional cost.
- ix) The Shipyard shall arrange contamination-free tanks/containers to store the LS/HFHSD during the cleaning of the tanks without any additional cost. Any contamination observed will lead to complete replacement of the LS/HFHSD by the Shipyard on its account.
- x) During cleaning of the tank, proper safety arrangement to be followed as per standard guidelines

10. Handing over vessel to Shipyard and delivery of vessel to NIOT

- i) NIOT intends to get the work executed in the shortest possible time and in most economical manner during this dry-docking/Repair work.
- **ii)** Successful bidder should undertake the dry-dock of the vessel and the required work should be undertaken within the stipulated time.
- iii) The Vessel will be delivered to the Shipyard at the nearest convenient place of the said premises and all towages, pilot ages, boat hire, riggers for moving the ship in to the yard and out of the yard (during delivery and sea trials), dry and wet dock movements will be the responsibility of the Shipyard. Charges which may be necessary to incur during such movements must be assessed and included in the BOQ/ price. Any repair of damage to the vessel and its components (including scientific components) during such movements will have to be borne by the yard. In case yard is unable to do same shall be got it done by NIOT and adjusted in the balance payable under this contract.
- **iv)** On completion of repairs the vessel to be delivered free of cost to the Owner in the port where the repairs have been carried out.
- v) Schedule for completing services / work as per this tender scope including unforeseen work, should not exceed stipulated time as mentioned in the tender.

11. Safety and security of vessel

- i) Safety of the Ship shall be the liability of the Shipyard yard during dry dock and afloat repair duration.
- ii) Shipyard has to arrange unarmed **Security** Forces for Security of Vessel and men on board & security of their men and materials at their own cost against any sort of Pilferage / theft for which NIOT will not be liable.
- iii) In case of any **damage to Vessel** and NIOT property, due to fire, theft, bad workman or otherwise, the Shipyard would be required to rectify/repair the same at their own expense to the entire satisfaction of NIOT/IRS/MMD/Technical Superintendent. The Shipyard shall have suitable insurance cover for such events.

iv) Management of health and safety at work and the fire precautions at the work place, as per the safety rules and regulations recommended to the yard should be complied with.

12. Inspection and Quality assurance by Surveyors / Ship's Staff / Technical Superintendent/ NIOT Representative

- i) The Shipyard shall provide the representative all facilities for inspecting the materials and workmanship used or intended to used or employed during the progress of repair work of vessel and shall also provide labour which may be required from time to time for the purpose of such inspection.
- ii) All costs including survey fees and necessary charges for IRS//MMD/DG Shipping, surveys of repaired items and other items included in the specifications that require to be surveyed/certified by the rules, to be included in the scope of work.
- iii) The entire work is to be completed and vessel shall be commissioned within stipulated time including the days for docking, undocking, shifting and harbour/sea trials.
- iv) All transportation costs for movement by IRS/MMD Surveyors in connection with the dry-docking and afloat repair jobs during the period of dry-docking shall be arranged by the Shipyard within thequoted price.
- v) It will be Shipyard's responsibility to obtain approval of IRS/MMD Surveyors/Technical Superintendent/NIOTs representative prior to use of any material/bought out items in the vessel. It shall also be the responsibility of the Shipyard to establish quality/grade and size of the material being used in the vessel and co-relate the same with purchase document produced. NIOT, however, reserve the rightto reject any material found to be of inferior quality/not conforming to the specification at any stage of repair. Should there be any divergence of views, the decision of NIOT representatives would be considered as final.

13. Office Space for NIOT Representative

- i) Air-conditioned Office room with Computer, Printer-cum-scanner, Internet and telephone facility for NIOT Representatives (minimum 2 persons) to be provided for the duration of Ship's stay in Shipyard.
- **ii)** All requisite formalities pertaining to Shipyard entry/exit for the Ship Crews, NIOT Representatives, Ship Managers, Representatives of OEM [Indian/Foreigner] of the equipment (duly authorized by NIOT) to be arranged by the Shipyard without any additional cost.
- **iii)** Decent accommodation and transportation [SUV] to be arranged for NIOT representative (2 persons) for the entire drydocking period.

14. Deviation of work

The work must be carried out in its entirety as specified and no deviation will generally be allowed. Incase any deviation is there, it will have to be approved by the NIOT.

15. Additional work

- i) The additional works should be limited only to defects observed after opening up machinery/equipment i.e. main engine, auxiliary engine including alternator, gear box, bow thrusters, stern tube seals, EVAC Toilet system & STP] and operational defects, with prior approval of NIOT.
- ii) All in way jobs and materials required to carry out the work scope are under liability of the shipyard.
- iii) All spares / consumables required after dismantling / during overhauling is liability of shipyard.
- iv) Recommendation from IRS/MMD Surveyor during the course of dry dock and afloat repair work will be treated as additional work, with prior approval of NIOT.

16. Warranty

- i) In the event of any defect being detected in any part of the vessel during the period of **6 (six) months** from the date of handing over, arising out of faulty workmanship or inferior material, the Shipyard at their **own cost shall repair/renew** anywhere within India where the vessel has broken down, in the shortest time practicable (not exceeding **48 hours** of the written notice issued by NIOT).
- ii) Shipyard shall clearly understand that full **warranty** of yard supplies needs to be transferred to NIOT.
- iii) The Supplier / Service provider warrants that all the components / material are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- iv) The Supplier / Service provider further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, undernormal use in the conditions prevailing in India.
- v) All bought out items from OEM or manufacturer shall submit an undertaking stating that they would facilitate Service provider on regular basis with technology / product updates & extend support for the warranty as well and shall provide spares and service.
- vi) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

17. Disposal of dirt, debris and scrap

- i) Shipyard shall arrange **removal of debris and dirt** form the vessel, arising out of repairs, at regular intervals during the repair.
- ii) All scrap materials arising out of the repairs would be delivered to the Shipyard as per the ratequoted in the Price bid.
- iii) All sludge, oil, garbage, bilge water and **waste materials** are to be cleared/disposed as per environmental regulations of the Port and if any charges are to be included in the scope.

18. Repair / Dry dock Schedule

The Schedule of Services is the timeline of services / work to be carried out from arrival of vessel at the shipyard its handing over to NIOT by the Contractor (in reference to Scope of Services given) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

CRV Sagar Anveshika				
S. No.	Activity	Schedule		
1.	Arrival of vessel	T ₀		
2.	Kick-off meeting before docking and initiation of repairs	1 st week		
3.	First review meeting after docking	3 rd week		
4.	Second review meeting	5 th week		
5.	Completion of dry-dock and afloat repairs, harbour/Sea trials, defect rectification if any and handing overthe vessel	6 th week		

ANNEXURE-B

PERFORMANCE STATEMENT FORMS

(Prepare <u>separate table</u> in the following format for each criteria)

- A) Details of ships /vessels of length of 50metre and above, draft 3.5 m and above built/retro-fitted/dry-docked during last 08 years as on 31st December, 2022.
- B) Details of ships /vessels built/retro-fit/dry docked having sonar equipment during last during last 08 years as on 31st December, 2022

S. No.	Order Placed by (full address of Purchaser)	Is the vessel fitted with sonar equipment (Y/N)	Vessel Name, Overall length, Breadth & Draft	Value of order	Date of completion ofdeliver as percontract	Name of Contact person of Purchaser along with Telephone Number and e- mail address

	I/We confirm firm availability of Yard duringfor using dry-dock						
Sig	nature and Sea	al of the Bidder					
J							
	ce :						
Dal	te :						

ANNEXURE-C

Undertaking Letter

То

The Joint Manager (S&P)
National Institute of Ocean
Technology, Narayanapuram,
Pallikaranai, Velacherry-Tambaram
Road, Chennai-600100,
Tamilnadu, India.

Dear Sir,	
I/We	of
of dry-do	Verified and fully d the entire scope of tender and pre-qualification criteria, Terms & Conditions of NIT titled ck and afloat repairs of CRV Sagar Anveshika of the NIOT in accordance with and as set and technical Specifications.
ship withi line LOI/Contr	yard confirms that firm availability of yard facility to dry dock the n 15 days from the date of signing of contract. In case any failure to adhere to time shall accept that NIOT should initiate action on cancellation of act and other punitive actions as per extant guidelines of Govt. of India including n from participation in all Govt. of India and forfeiture of EMD/Security deposit.
	e to undertake the scope of dry-dock work of CRV Sagar Anveshika within 15 days from the gning of contract.
Signature	and Seal of the Bidder
Place : Date :	
	Page 25 of 38

PRE CONTRACT INTEGRITY PACT

1.General

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

WHEREAS the BUYER proposes to avail the service for Drydocking and afloat repairs of CRV Sagar Anveshika and the BIDDER/Seller is willing to offer/has offered the service and

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

NOW THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the BUYER

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

process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs

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

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

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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5.Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount ₹.14,00,000/-as Earnest Money/SecurityDeposit, with the buyer as per the following instruments:

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

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

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

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

6. Sanctions for Violations

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

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

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the

same without assigning any reason for imposing sanction for violation of this pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to

(x) of this Pact also on the Commission by the BIDDER or any one employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER) of an

offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of

Corruption ACT, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has

been committed by the BIDDER shall be final and conclusive on the BIDDER. However,

the BIDDER can approach the Independent Monitor(s) appointed for the purposes of

this Pact.

7.Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems

or subsystems at a price lower than that offered in the present bid in respect of any other

Ministry/Department of the Government of India or PSU and if it is found at any stage that

similar product/systems or subsystems was supplied by the BIDDER to any other

Ministry/Department of the Government of India or PSU at a lower price, then that very

price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has

already been concluded.

8.Independent Monitors

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors)

for this Pact in Consultation with the Central Vigilance Commission

Dr. S K Sarkar, IAS(Retd)

e-mail: sksarkar1979@gmail.com, Mobile: 9811149324

Address: B 104, Nayantara Apartment,

Plot no: 8 Sector 7, Dwarka,

New Delhi - 110075.

Page **31** of **38**

Shri. Rakesh Goyal, IRSE (Retd)

e-mail:goyal1259@gmail.com, Mobile: 9717644264

Address: 2094, Joy Apartment Sector 2, Dwaraka,

New Delhi - 110075

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

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

THE DIRECTOR National Institute of Ocean TechnologyMinistry of Earth	M/s.	
Sciences		
Witness	Witness	
1.	1	
2.	2.	

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be stamped in accordance with the stamp Act)

Ba	nk Guarantee No	Date:
Val	d upto :	Amount :
Vel	tional Institute of Ocean Technology achery-Tambaram Road, likaranai,Chennai 600 100	
Dea	ar Sir,	
1.	Where as the NATIONAL INSTITUTE OF OCEAN Ministry of Earth Sciences, Govt. of India having Pallikaranai – 600 100, Chennai, India (herein a unless repugnant to the context or meaning administrators, executors and assigns) has floated having registered/ head office a chereinafter called the 'bidder' which expression meaning thereof mean and include all its success thave submitted a quotation No and bidder precedent for participation in Tender an guarantee of only (WORDS performance of bidder's obligations as contained the Tender Document supplied by NIOT especially (a) bidder shall keep his Tender open for or any extension modify it in a manner not acceptable to NIOT if awarded and shall furnish performance guawithin the required time. The bidder has these conditions.	its office at Velachery-Tambaram Road, fer called "NIOT" which expression shall g thereof include all its successors, d a Tender Noand M/stshall, unless repugnant to the context or rs, administrators executors and assigns) having agreed to furnish as a condition unconditional and irrevocable bank only) for the due in the terms and conditions contained in the terms and conditions contained in the conditions that a period of days i.e. from on thereof and shall not withdraw or f, (b) the bidder will execute the contract, arantee in the format prescribed by NIOT
2.	NIOT and the bidder have agreed that the Notice (TD) is an offer made on the condition that the in its original form without variation or modification a period of or any extension thereof and that the regarded as an unconditional and absolute accept and the Tender Document.	ender, if submitted, would be kept open on in a manner acceptable to NIOT for days, i.e. from to making of the Tender itself shall be
	They have further agreed that the Agreement of Offer and the submission of the Tender as the Adistinct from the Contract which will come intraccepted by NIOT.	cceptance shall be separate Agreements

The consideration for this separate initial Agreement preceding the main Agreement is that NIOT is not agreeable to sell the NIT/Tender Document to the bidders and to consider the Tender to be made except on the condition that the Tender shall be kept open for the period indicated above and the bidder desires to make a Tender on this condition and after entering into this separate initial Agreement with NIOT, NIOT promises to consider the Tender on this condition and the bidder agrees to keep this Tender open for the required period. These reciprocal promises form the consideration for this separate initial Agreementbetween the parties.

3.	Therefore, we	(Bank)	registeredunder	the laws of
	having head/registered office athaving head/registered office at			
	(hereinafter referred as the "Bank" which expression shall unless repugnant to the commentation or meaning thereof, include all its successors, administrators and executors) hereby irrevocable and unconditional bank guarantee and undertake to pay immediately demand in writing in Rupees or in such convertible currency as acceptable to NIC			
		ne extent of	_ ,	
only) at any time immediately on such contest or protest and/or without an made by NIOT on the Bank shall be conbetween NIOT and the bidder or any other authority and/or any other matter contained shall be irrevocable unless guarantee shall not be determined/didissolution, on insolvency of the bidder the Bank.			ny reference to the inclusive and bindin dispute pending been whatsoever. We it is discharged lischarged/affected	e bidder and any such demand g not withstanding any difference efore any court, arbitrator or any also agree that guarantee herein earlier by NIOT in writing. This by the liquidation, winding up,

- 4. The Bank also undertakes that NIOT at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.
- 5. The Bank further agrees that as between the Bank and the NIOT for the purpose of this guarantee any notice for the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above, given to the Bank by NIOT shall be conclusive and binding on bank without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NIOT or that of the bidder. We also undertake not to revoke in any case this Guarantee during its currency.
- 6. The Bank agrees with NIOT that NIOT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the Tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of NIOT or any indulgence shown by NIOT to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving us.

- 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 NIOT under this Guarantee will cease subject to para 8 below. However, if such a claim has been received by us within & upto 60 days after the said date/extended date, all rights of NIOT under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
- 8. In case contract is awarded to the bidder (hereinafter referred to as "Consultant") the validity of this Bank Guarantee will stand automatically extended until the Contractor furnishes to NIOT a Bank Guarantee for_only(WORDS_only) towards performance guarantee for satisfactory performance of the Contract. In case of failure to furnish Performance Bank Guarantee in the format prescribed by NIOT by the required date, the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of NIOT under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 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 (Signature)

WITNESS No.1

Name in full

(Signature with full name and Designation)

Date (address)

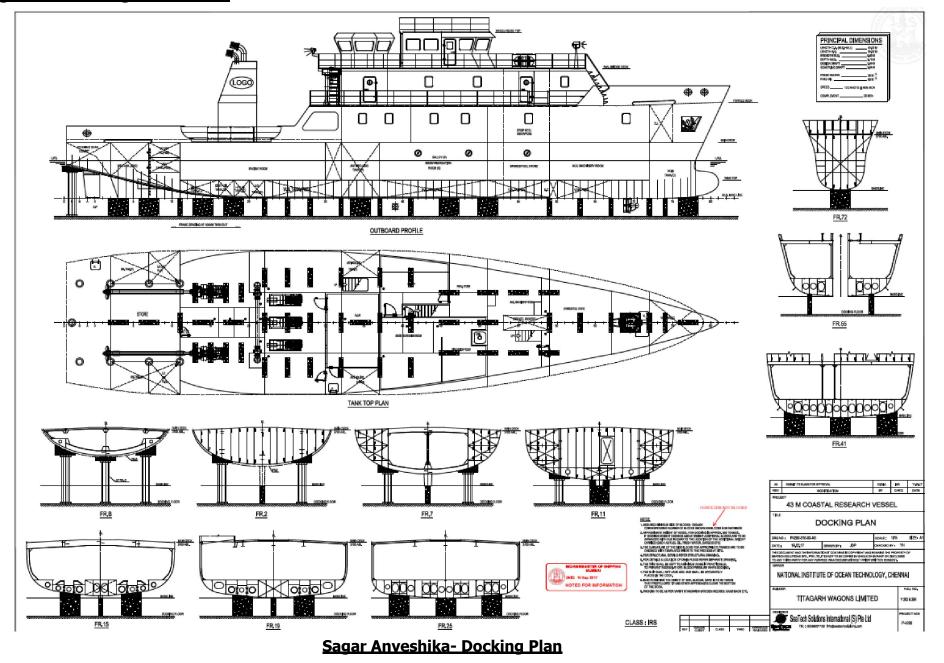
WITNESS No.2

Name in full

(Signature with full name and Designation)

Date (address)

Docking Plan - CRV Sagar Anveshika



PRINCIPAL DIMENSIONS
LINCOL (ALCHEL)
LINCOL DI
LINCOL DI Sagar Anveshika – GA Plan CLASS: MINH PECHTIP OF SHIPTHS SISTE.
PORM COASTAL SERVICE
BLG:
ICSPETIME NOTATION: DOASTAL PERFARCH VESSEL POB'CIR DECE PIAN 1784-11784 - 1784 1884-1784 - 1784 1884-1784 43 M COASTAL RESEARCH VESSEL

Sealech Solutions International (S) He Ed