

 <p>राष्ट्रीयसमद्वौद्योगिकीसंस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</p>		<p>सविदाआमत्रणसचूना(नन.आ.स.) NOTICE INVITING TENDER (NIT)</p> <p>फ़ामरख्या: NIOT/S&P/NIT e-procurement schedule Form No.</p>	
ननविदासख्या/ Tender No.		NIOT/HVT/1427/2025-2026	
कोजारी/ Tender Title		Operation and Maintenance of Scientific Equipment for NIOT Research Vessels	
ननविदाप्रणाली/Tender Mode		OTTB (Open Tender Two Bid) - Domestic	
ननविदाजारीहोनेकीनिगथ/Tender Issue date		08.01.2026	
Pre-Bid Meeting		14.01.2026 at 11.00 am through Webex	
ननविदाबद्दहोनेकीनिगथिसमय/Tender Closing Date and Time		05.02.2026	
ननविदाखुलनेकीनिगथिसमय/ Tender Opening Date and Time		05.02.2026	
Submission of EMD/ ईएमडीजमाकरना		INR. 14,00,000.00 <ul style="list-style-type: none"> 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. 	
विविदाप्रलखेउपलब्धिस्थान/ Tender Documents available place		Tender documents can be downloaded from www.eprocure.gov.in/eprocure/app , Official website of NIOT till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.	
Bidding Type &Tender submission/ बोलीकाप्रकार&ननविदाजमाकरना		The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be submitted electronically through e-tender portal www.eprocure.gov.in/eprocure/app	
ई- ननविदाकेललयेसहायिमनै अ 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 Authority.	
अपनेप्रश्नमेलआईडी परभेजें/ Send your queries to the email IDs	ननविदाकेअनिम चरणिक/ Upto Tender finalization	hvt@niot.res.in	

राष्ट्रीयसमद्वौद्योगिकीसंस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

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

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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** Help desk 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 24x7 Toll Free No. **180030702232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 917574889874**.
- 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 them selves 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 [MoES], 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 [NIOT], R&D institute under Ministry of Earth Sciences, Govt. of India for the **Operation and Maintenance of Scientific Equipment for NIOT Research Vessels [Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika]** as per specifications detailed in SCC and as per details given below

1. A. Submission of bids:

Bidders are requested to submit their Bid/quotation in single parts containing Technical proposal and price bid (BOQ) should be submitted electronically through **CPP Portal eprocure@nic.in**. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized register with. The bid/quotation cannot be submitted without DSC, **no manual tender is acceptable**.

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded to the portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.**

The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

Part-2 should contain only the price bid indicating the cost

The Part-1(Technical bid) and Part-2 (Price bid) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. Please note that to participate in the tender, Digital Signature (DSC) has to be obtained. If you are a regular supplier of NIOT it is requested to register your company with portal and to procure if not owned already.

1. B. Evaluation of Bids

i. Evaluation based only on declared criteria

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document (NIT & SCC and Corrigendum)

ii. Infirmity/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

1. An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation: which affects in any substantive way the scope of work, quality, or performance of the service;

(i) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract.

2. The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive
3. The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such ‘minor’ issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.

iii. Clarification of Bids and shortfall documents;

During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, seek Bidder’s to clarify its bid by a specified date or time. Bidder should reply or clarify within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder

The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening

iv. Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document

v. Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and commercial conditions of the offered service to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions

vi. Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and technical requirements and other clauses of the Tender Document as per NIT, SCC. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Performance Bond/ Security, Force Majeure, Taxes & Duties, payment, and Code of Integrity, etc.

vii. Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the

Portal.

viii. Evaluation of Financial Bids and Ranking of Bids

Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder for overall scope.

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.

INSTRUCTIONS TO THE BIDDER

4. Pre Bid meeting:

Pre bid meeting shall be held on **14.01.2026** through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email on or before **13.01.2026** to hvt@niot.res.in

Corrigendum issued based on pre bid meeting clarification shall form part of the LOI/Contract which will be issued/placed with the successful bidder.

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 tenderers can participate in the tender opening with a proper authorization letter from the respective bidding Company.

8. Default in Performance:

If any Contractor is not successfully 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. LOI Acceptance:

A Letter of Intent (LOI) will be issued to the successful lowest bidder. The successful bidder (contractor) should accept LOI within 14 days from the date of the LOI issuance by NIOT through email, failing which it shall be presumed that the contractor is not interested, and the EMD submitted by the successful bidder will be en-cashed or forfeited. The copy of the PS should be submitted along with the LOI acceptance and original through courier.

10. Service: Successful bidder shall sign the contract within 15 days from the date of LOI acceptance. The workshould commence only after signing of the contract between the successful bidder and NIOT.

11. Signing of Contract:

A contract should be signed on INR 500 non-judicial stamp paper within 15 days from the date of LOI acceptance. The successful bidder should submit Power of Attorney and Board Resolution Copy for the official who is authorized to sign the contract with NIOT. If the contract is signed by the Director of the successful bidding company, then a copy of the memorandum of Association (MOA) to be submitted. Any deviation or non-compliance on the time-line of Clause number 43 will be invoked.

12. One Bid per Bidder:

A firm shall submit only one bid, if a bidder submitting more than one bid for the company will result in rejection of all the bids and the bid will be treated as invalid bid.

13. Techno-Commercial Criteria

a) Technical Criteria

1. The prospective bidder must be a reputed company in operation and maintenance of Scientific equipment onboard ships. The bidder should have a registered office in India & the firm must fulfil the following conditions to get technically qualified for the contract towards operation and maintenance of Scientific equipment for NIOT research vessels. Necessary documents in satisfactory proof of each of the criteria stated below are to be uploaded as part of the technical bid/offer.
 - a. The bidding firm should have minimum 2 years experience on the services as per work scope of the tender. The bidding firm should be an individual registered firm. No joint venture or consortium is allowed to bid.
 - b. The bidding firms must have prior experience in operation and maintenance of Scientific equipment onboard ships at least 2 years of experience in hydrography survey, oceanographic /geo-technical sampling. Proven experience of maintenance of scientific equipment onboard vessels is essential, comprising a team of minimum 5 experienced engineers or technical expert personnels with relevant backgrounds in Hydrography, Survey, seismic, oceanographic, geo technical sampling and analysis.
 - c. The bidding firms should produce documentary evidence for the above in-line with the operation and maintenance of Scientific equipment onboard ships. The bidding firm should provide a performance certificate or report as per format [Annexure-E], work orders, etc., for each and every work order/ contract being uploaded as the experience by the bidders.
2. For each of the above criteria, necessary documents in proof to be uploaded along with the Technical bid that shall satisfy the criteria irrespective of whether this documents requirement is stated against each criteria or not. Technical compliance check list may be filled in and submitted.

b) Financial Criteria

- 1 The average annual gross billing of the bidder during the last three years, ending on '31st March 2025, should be at least INR 7 crores as per the annual report (a. audited balance sheet and b. profit & loss account report) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

2 The net worth of the Bidder firm should not be negative in the year ending 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, year ending 31.03.2025.

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 NIC CPP Portal. Hence bidders are requested to visit the above websites 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. Un solicited 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 Indian 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 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 techno-commercial criteria 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 a 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 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 [Annexure-D] submitted.

21. Conditional offers

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

21 a. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only

with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and experts full scope of integrated service as per scope/tender specification and do not accept partial tenders.

22. EMD / Bid Security:

The EMD / Bid security is a 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 [Annexure-B] 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 the closing date of 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 issued 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.

MSME Conditions:

- (a) The MSE’s bidder who claims EMD exemption as per their eligibility are requested to submit the Bid securing Declaration.
- (b) the MSE’s bidder to note and ensure that the nature of service and goods/items manufactured mentioned in MSE’s certificate matches with the nature of the service and goods/item to be supplied as per tender.
- (c) Retail & Whole sale Traders : Any bidder who are re-tailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dt. 02.07.2021 &5/2(1)2020/E-P&G/Policy dt. 01.12.2020.

The MSME is classified as mentioned below;(Ref Ministry of MSME Revised Classification applicable w.e.f 1st April 2025)

- (i) Micro Enterprises : Where the investment in plant and machinery or equipment does not exceed 2.5 crore rupees and turnover does not exceed 10 crore rupee,
- (ii) Small Enterprises : Where the investment in plant and machinery or equipment does not exceed 25 crore rupees and turnover does not exceed 100 crore rupee,
- (iii) Medium Enterprises : Where the investment in plant and machinery or equipment does not exceed 125 crore rupees and turnover does not exceed 500 crore rupee

Start-up Enterprises:

1) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

As defined by DPIIT, an entity shall be considered as a 'Start-up':

- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

Relaxation to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications.

EMD Exemption for MSEs and Registered Vendor

The EMD exemption shall be applicable for the following bidders

- i). MSEs registered with valid MSEs registration number
- ii). Registered vendor of NIOT for the similar tender category
- iii). Registered with the Central Procurement Organization or the concerned department for the similar tender category.

The bidder who is claiming EMD exemption shall be required only to submit a Bid Security declaration.

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 or 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 7days 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 e-Procurement portal.

25. Submission of the compliance sheets along with tender

Submission of all compliance sheets as per Annexure-A.

Technical & commercial compliance sheets along with their documentary evidence and offer as per table-3 -check list for technical bid submission.

Tenders without compliance sheets will not be evaluated.

The price bid should be unconditional.

26. Bid or modification to bids:

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 of the Contract:

NIOT shall place the LOI to the successful bidder as per NIT / SCC / Corrigendum terms only. Model Contract is provided herewith as Annexure-III.

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. Time of Commencement of the Service:

The Operation and Maintenance of Scientific Equipment of NIOT four Research Vessels as per tender technical specifications / scope of service should be commenced within 30 days from the

date of signing of the contract between the successful bidder and NIOT. The contractor will be subject to continued progress monitoring by the NIOT and any short fall in the proposed physical progress and workscope 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 service as per the guidelines of Govt. of India and in public interest to ensure timely progress and completion of the work without cost and time over run. Time is the essence of the contract. The contractor shall ensure that the entire contractual obligations are fulfilled / completed well within the guaranteed completion period for each or all activities.

32. Delay incompletion/Liquidated Damage (LD):

If the successful bidder fails to complete the entire Scope of work or fails to accept the contract and such delay [based on the contract clause 43] is attributable to the successful bidder , NIOT shall recover from the contractor as liquidated damages/penalty a sum of 1% of the contract price of the respective year for calender each week of delay or thereof for that particular activity of delay. The total liquidated damages shall not exceed 10% (ten percent) of the contract value of the respective year.

33. Insurance:

The successful bidder 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 the 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 policies 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.

34. Service contract Insurance:

The 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, and operational 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 whatsoever 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.”

35. 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, Tsunami, earthquake, 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.

36. Taxes and duties:

GST will be paid as per applicable HSN Code to that extent. NIOT GST No. to be indicated in the invoice.

Deductibles:

a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as per the extant government norms. 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 per the extant government norms and in case of Inter-State supplies@ the rate of 2%IGST from the payment made or credited to the supplier of taxable goods or Service.

37. Performance Security:

- a. The successful bidder (contractor) should deposit 5% of the total annual contract value as Performance Security **within 15 days** from the date of issue of LOI. Further, Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligationsas per the work scope.
- b. The PS should be submitted for each year separately @ 5% of the annual contract value. The successful bidder should submit 2nd year PS within 15 days from the date of the contract renewal and before expiry of the 1st year PS.
 - i. The first year PS will be discharged after accepting the 2nd year PS. The 2nd year PS will be discharged after a period of sixty days beyond the date of completion of all contractual obligations of the supplier as per GFR guidelines.

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:

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of “The Director N.I.O.T”, Chennai in INR or in equivalent foreign currency),
- (3) Fixed Deposit Receipt from any Commercial Bank.
- (4) Bank Guarantee from any of the Commercial Banks.
- (5) 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 the work scope as per the contract. 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 afore said, 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.

38. Termination of contract by NIOT:

- a) The contract shall become effective from the date of signing of contract and the contract shall automatically terminate after successful completion of all contractual obligations as per the terms of the contract.
- b) (i) Termination of the contract due to breach of contract by the contractor
(ii) Termination of contract due to default,
(iii) Termination of the contract due to insolvency,
(iv) Termination of the contract for convenience.

If the termination of the contract happens due to the above factors, [(i), (ii) &(iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent. Else, the matter will be referred to the Mediators (IEMs) for their advise / settlement. If the settlement is not fruitful the parties can proceed for arbitration as per the clause 40. During this process the contract will be in live and continue to be live till the termination notice is issued. If the contract is terminated due to any factors above, except (iii) depending on the merit of the case, the contractor shall be suitably compensated and mutually agreed terms for terminating the contract shall be arrived with the consent of IEMs.

The contract may also be terminated in respect of one or more vessels, without necessarily terminating the contract in its entirety for all vessels.

39. Mediation/Arbitration/Dispute

In the event of any dispute at any time during the entire duration of the contract, both the parties shall try to resolve through mutual decisions to resolve such disputes. In case 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 the mediation process directed in Dept. of Expenditure order no. F.11212024-PPD dated 03.06.2024. In the event of any disputes, differences, interpretation or application relating to this agreement arise, 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 Mediation by any authority to be appointed as Mediator by the NIOT.

However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party if any. The Jurisdiction / venue for arbitration will be at New Delhi.

40. 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 misunderstanding 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 Contractor 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 high way 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.

41. Assignment and Subcontracting

The Contractor shall not assign the Contractor any part thereof, or any benefit or interest there in 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 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. 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.

42. Pre-Integrity Pact

NIOT has to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the successful bidders with NIOT committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. The bidders shall agree to enter into such an integrity pact with NIOT as per forms available in the web site: www.niot.res.in (pre-contract integrity pack format is

43. Consolidated timeline of the contract

- a. The LOI acceptance is to be submitted within 14 days from the date of LOI issue.
- b. Performance Security should be submitted within 15 days of the LOI issue
- c. Signing the contract shall be executed within the 15 days from the date of LOI acceptance
- d. Vessel should accept by the successful bidder within 30 days from the date of Singing the Contract
- e. The works shall be carried out as per the contract terms and conditions without any deviations

If any deviation / Non-compliance on the above time-line shall be considered as non-compliance of the tender conditions, the clause number 32 & 37 or separately will be invoked/applied suitably.

44. Negotiations:

Normally, there will not be a negotiation. Negotiations shall be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, it will be held only with the lowest acceptable bidder (L1).

45. Tolerance clause:

- a) In terms of duration: The contract is for a period of for one year i.e approximately 365 days. NIOT shall accept an increase or decrease in the number of days by 30 days (~1 months) i.e 8.5% of the contract period shall be the tolerance in terms of time.
- b) In terms of services / procurement: The service utilizer reserves the right to increase or decrease the quantity of the scientific equipment up to 25% during the currency of the contract at the quoted rates.

46. Intellectual Property:

NIOT shall have a right of use to all deliverables provided by CONTRACTOR for the ordinary purpose of this contract and make similar systems in the future. As long as the payment for services according to the milestone payment plan plus any additional costs if applicable does not take place, all rights in the CONTRACTOR deliverables remain with CONTRACTOR.

Annexure-A - Commercial Terms Compliance sheet (To be filled by bidder)

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether every page of the tender document is signed and uploaded in the CPP 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 14 days from the date of receipt of the LOI ?			
5.	Whether submission of 5% 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 Un conditionally?			
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 31			
13.	Whether a copy of your GST/TIN/ST Registration certificates and PAN details are uploaded			
14.	Whether the Integrity Pact is signed and uploaded.			
15.	Whether clause no.21 is acceptable			
16.	Whether clause no.43 is acceptable			
17.	Whether all relevant document prescribed in the Techno-commercial criteria [as per clause 13] are attached			

ANNEXURE – B

PROFORMA OF BANK GUARANTEEFOR BID BOND

(To be stamped in accordance with the stamp Act)

Bank Guarantee No._____

Date :_____

Valid up to :_____

Amount :_____

To

National Institute of Ocean Technology Velachery-Tambaram Road, Pallikaranai, Chennai 600 100

Dear Sir,

1. Where as the NATIONAL INSTITUTE OF OCEAN TECHNOLOGY, an autonomous body of Ministry of Earth Sciences, Govt. of India having its office at Velachery-Tambaram Road, Pallikaranai – 600100, Chennai, India (herein after called “NIOT” which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender

No. _____ and M/s. having registered/ head office at _____(hereinafter called the ‘bidder’ which expression shall, unless repugnant to the context or meaning thereof mean and include all its successors, administrators executors and assigns) have submitted a quotation No.

_____ and bidder having agreed to furnish as a condition precedent for participation in Tender an unconditional and irrevocable bank guarantee of _____ only (Words _____ only) for the due performance of bidder’s obligations as contained in the terms and conditions contained in the Tender Document supplied by NIOT especially the conditions that

(a) bidder shall keep his Tender open for a period of days i.e. from _____ to _____ or any extension thereof and shall not withdraw or modify it in a manner not acceptable to NIOT, (b) the bidder will execute the contract, if awarded and shall furnish performance guarantee in the format prescribed by NIOT within the required time. The bidder has absolutely and unconditionally accepted these conditions.

2. NIOT and the bidder have agreed that the Notice Inviting Tender (NIT)/Tender Document (TD) is an offer made on the condition that the Tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to NIOT for a period of days, i.e. from to _____ or any extension thereof and that the making of the Tender itself shall be regarded as an unconditional and absolute acceptance of the conditions contained in NIT and the Tender Document.

They have further agreed that the Agreement consisting of NIT/Tender Document as the Offer and the submission of the Tender as the Acceptance shall be separate Agreements distinct from the Contract which will come in to existence when the Tender is finally accepted by NIOT. 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 Agreement between the parties.

3. Therefore, we(Bank) _____ registered under the laws of _____ having head/ registered office at _____ (hereinafter referred as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators and executors) here by issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in Rupees or in such convertible currency as acceptable to NIOT any and all monies to the extent of _____ only (WORDS _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and / or without any reference to the bidder and any such demand made by NIOT on the Bank shall be conclusive and binding notwithstanding any difference between NIOT and the bidder or any dispute pending before any court, arbitrator or any other authority and / or any other matter what so ever. We also agree that guarantee here in contained shall be irrevocable unless it is discharged earlier by NIOT in writing. This guarantee shall not be determined / discharged / affected by the liquidation, winding up, dissolution, on insolvency of the bidder and will remain valid, binding and operative against the Bank.
4. The Bank also undertakes that 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 what so ever which under the law relating to sureties would, but for this provision have the effect of so relieving us.
7. Not notwithstanding any thing contained here in above, our liability under this Guarantee is limited to _____ only (WORDS _____ only) in aggregate and it shall remain in full force up to & 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 up to 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 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 & up to 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 (here in after referred to as "Consultant") the validity of this Bank Guarantee will stand automatically extended until the Contract or 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 where of the bank, through its authorized officer has put its hand and stamp on this day of
20-_____ at.

WITNESSNo.1

Name in full

(Signature with full name and Designation) Date (address)

WITNESSNo.2

Name in full

(Signature with full name and Designation) Date (address)

ANNEXURE – C (IP Format)

PRE-CONTRACT INTEGRITY PACT

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 The Director, NIOT, 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 BIDDER/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 a service for "**Operation and Maintenance of Scientific Equipment for NIOT Research Vessels**" and the BIDDER/Seller is willing to offer/has offered the stores 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.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will 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 bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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 defect 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 be 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 connection 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 onto 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 ACT1956.

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 Rs.14,00,000/-as Earnest Money/Security Deposit, with the buyer as per the following instruments:

- i) A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payments.
- ii) Any other mode or through any other instrument

The Earnest Money/Security Deposit shall be valid for 60 days beyond the validity of the bid.

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 for a period of 3 years from the date of the signing contract.

8. Independent Monitors

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

Shri.Ajay Kumar Lal, IRAS (Retd)

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Plot No.12B,
Sector 7 Dwaraka,
NewDelhi110075

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.

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

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 here by sign this Integrity Pact at NIOT Chennai on

THE DIRECTOR

National Institute of Ocean Technology

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

TENDER SPECIFICATION FOR
Operation and Maintenance of Scientific Equipment for
NIOT Research Vessels

[Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika]



National Institute of Ocean Technology (NIOT)
राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान

Ministry of Earth Sciences (MoES), Govt. of India
पृथक्वीविज्ञानमंत्रालय

**Velachery-Tambaram Main Road, Pallikarnai,
Chennai-600100, India**

SPECIAL CONDITIONS OF CONTRACT [SCC]

National Institute of Ocean Technology [NIOT] under Ministry of Earth Sciences [MoES], Government of India, manages the following research vessels, namely **1) Sagar Nidhi, 2) Sagar Manjusha, 3) Sagar Anveshika and 4) Sagar Tara**. These vessels are being utilized for scientific research and operations viz., Deep Ocean Mission Programmes – MATYSA6000 and Deep-Sea Mining, Bathymetry survey of Exclusive Economic Zone [EEZ], Geo-scientific studies, deployment & retrieval of Ocean observation buoys, testing of various underwater components, Coastal Environmental study, Sea Water Quality Monitoring, marine litter and marine plastics and various other Programmes of MoES.

NIOT under the aegis of MoES, Govt. of India invites bids from reputed firms for **Operation and Maintenance of Scientific Equipment for NIOT Research Vessels [Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika]** in the prescribed format. The tender is for Operation and maintenance of scientific equipment for NIOT Research Vessels for a period of 2 years and the **contract is initially valid for one year and can be extended for further 1 more year based on the satisfactory performance** of the successful bidder.

This tender intends to identify L1 bidder towards operation and maintenance of scientific equipment, positioning of qualified engineers onboard NIOT vessels to carry-out various scientific operations viz., deployment and retrieval of data buoys, current moorings, deployment of tsunami systems, Remotely Operated Vehicle [ROV], Autonomous coring system, Mining machine, Autonomous Underwater Vehicle [AUV], Manned submersible, Seabed sampling, water column samplings, Geophysical survey, swath bathymetry survey, support laboratory analysis onboard vessels & Programme authorized by MoES/NIOT at high seas and coastal-waters as described in the document at different places, and in collection of samples/CTD measurements/Seabed scanning/other data collection and all their activities. Ships are mainly deployed for various scientific operations for approximately 300 plus days in a year.

[1]. General Information regarding NIT Document

- a) This NIT is to identify the suitable company that is capable of Operation and maintenance of Scientific Equipment for NIOT Research Vessels *[Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika]*. Detailed specifications of the scientific equipment are provided in Annexure-I.
- b) Potential bidders should provide detailed description of the background and organizational setup. The description should include ownership details, date, and place of incorporation of the firm, location of facilities etc. Corporate dossier soft copy and print form may be included.
- c) Potential bidders to submit details of experience, infrastructure and manpower details, technical and commercial information fulfilling the criteria as sought in NIT clause 13. Only the price bids of techno-commercially qualified bidders will be opened for further evaluation.
- d) NIOT will identify L1 bidder for the operation and maintenance of Scientific Equipment for NIOT Research Vessels through an open tender and a contract shall be established between NIOT and the

successful bidder for NIOT research vessels *Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika*.

- e) This is an e-tender and the technical & financial bids are to be submitted on-line only.
- f) The identified L1 bidder shall not re-assign this contract to any other firm as whole or sub-contract is prohibited in any manner to do so.
- g) L1 value will be arrived at as per the price bid format based on contractual responsibilities. Contract value shall be as determined from the price bid and shall be the basis for all financial instruments governed under this contract. Prevailing statutory taxes as applicable & shall be paid.

[2]. Contract price and payment

NIOT shall compensate for services rendered by the successful L1 bidder in the following manner separately for each of the four [*Sagar Nidhi, Sagar Manjusha, Sagar Tara, and Sagar Anveshika*] vessels. The prices will be finalized for each vessel after evaluation of bids. Monthly invoice per vessel to be submitted for all services towards operation and maintenance of onboard scientific equipment. The prices are fixed and firm irrespective of whether the vessel is operating in the Indian or foreign port.

[3]. Scope of Work towards Operation and maintenance of scientific equipment onboard NIOT Research Vessels [*Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika*]

- a) Equipment operations and maintenance, data acquisition, processing the data, sampling & analysis. Onboard Service engineers should always act as a part of the scientific team and carry out various scientific works as per the instruction of NIOT/Chief Scientist on-board in liaisoning with ship's staff which will be executed onboard utilizing the equipment listed out in Annexure – I. The scientific equipments shall be operated and maintained strictly as per the instruction manual and directives of OEM outlining requisite methods and procedures.
- b) The Contractor shall ensure that all equipment covered under the scope, as listed in Annexure–I, is always maintained in fully operational condition, while the vessel is on cruise and while berthed at any port in India or abroad, including during dry-docking and layup periods.
- c) Repairs and maintenance [*Routine, Preventive and Breakdown*] of each equipment. The Contractor shall ensure that all equipment shall be serviced, repaired, and maintained as per OEM recommendations following routine maintenance and preventive maintenance procedures as stipulated in the manuals to keep all equipment operational all times.
- d) To carry out systematic data acquisition, processing, and secure storage of data. Upon completion of each scientific cruise, the data shall be submitted along with the log sheet immediately to the Chief Scientist and TRV Group of NIOT. Monthly reports shall also be prepared and submitted along with monthly invoice. In addition, cruise-wise metadata, raw data, and processed data along with log

sheet shall be submitted in standardized formats, which shall be finalized prior to execution of the contract.

- e) Periodic calibrations & testing as per the schedules to be drawn up based on OEM guidelines / expert advises for each equipment, participating in sea trials and, renewal of spares/consumables, etc.
- f) The ships are usually given 3 to 5 days of maintenance-time between every cruise simultaneous with the scientific team changeover & cruise preparation. The successful bidder is requested to carry out the periodic maintenance/routine/breakdown maintenance during this period of port call and ensuring that all the onboard equipment is fully functional and ready for the next sea trial /exploration.
- g) Also, the bidder shall provide the list of works/jobs to be undertaken during the port call in advance [*three days before berthing of the vessel*] along with their action plan. Bidder should submit the detailed work done report at the end of each port call.
- h) Submission of interim reports as and when requested by NIOT for any specific equipment / facility included under contract.

2.2.1 Operation and maintenance of all scientific winches are included under the scope of the work, However, AMC of all the winches onboard Sagar Nidhi shall be covered with OEM and respective amount will be paid based on the OEM/OEM authorized engineer attendance onboard as per the quoted rates.

2.2.2 Operation and maintenance of all scientific winches are included under the scope of the work and shall be covered for onboard Sagar Tara and Sagar Anveshika.

2.2.3 Operation and maintenance of scientific winches[CTD online and hydrographic] are included under the scope of the work and shall be covered onboard Sagar Manjusha. Deep Sea winch of Sagar Manjusha shall be operated and maintained by Vessel Management Contractor however, onboard scientific engineer should support during deployment and retrieval towards successful scientific mission requirements.

- i) During the scientific cruise, ship crew will provide necessary support for entire scientific activities. The onboard scientific engineers [Operation and maintenance of scientific equipment onboard NIOT Research Vessels] shall function as integral members of the scientific team and carry out various scientific tasks as directed by NIOT/Chief Scientist onboard, in close coordination with the ship's staff.
- j) The maintenance of CTD and hydrographic winches and cables, including cable end termination, & other associated hardware and software, routine cleaning, testing for conductivity parameters, identification of any discontinuities, slip ring maintenance, and proper winding of the cable on the drum, shall be considered an integral part of the operation and maintenance responsibilities of the bidder.
- k) All cables / wire ropes of winches [*related to scientific operations*] status and lengths should be monitored and reported in monthly reports.

- l) Any issues with cranes, any machinery, and any other shipboard facilities, even if not covered under the contract, which are required for scientific operations and may affect the smooth scientific data collection / sampling, are to be brought to the notice of NIOT at the earliest.
- m) Any scientific equipment under contract that are deployed in seawater is to be washed thoroughly every time with freshwater immediately after retrieval onboard.
- n) All precautions to be taken so that no computers onboard under scope are infected with virus. The computers shall be installed with licensed anti-virus packages *[any reputed brand as compatible with the acquisition and processing system]* and updated periodically so that the license would remain valid at any given time.
- o) Facilitate and liaise with the vessel management contractor for the cleaning of underwater transducers and sonars using divers. An inspection and service report, including photographs and videos, shall be submitted upon completion.
- p) All electronic equipment *[related to the scientific equipment]* to be protected and taken care during the following instance when undertaken by the vessel management contractor:
 - [1] Fumigation & other pest control measures onboard.
 - [2] During movement of any workshop's personnel, hot works, removal & refitting of panels, cabling, major repair work, etc.
- q) The successful bidder shall arrange all necessary port clearances, local transportation, and related logistics for the movement of scientific materials, including spares, during repair, maintenance, or service activities. Equipment shall be removed from the vessel for repair or calibration only with prior approval from NIOT. The bidder should ensure that any scientific equipment offloaded ashore for calibration/service is to be returned onboard vessel and put it in service within the minimum possible time by close liaisoning with OEM at every stage. For scientific cruise requirements, if any equipment needs to be mobilized between NIOT vessels, the bidder shall undertake the necessary arrangements, including port clearances and local transportation, without any additional cost.
- r) Experienced engineers shall be positioned and available onboard during cruises, port calls, dry-dock, and layup periods *[2 engineers onboard Sagar Nidhi, 1 engineer onboard Sagar Manjusha, 1 engineer onboard Sagar Tara, 1 engineer onboard Sagar Anveshika]*. Adequate manpower should be ensured to operate and maintain the scientific equipment onboard 24x7 as per the tender.
- s) Apart from the items listed in Annexure-I, any additional services/repair of Scientific equipment *[Not covered under scope]*, as required by NIOT, shall be provided by the contractor. The cost for such services will be reimbursed at actuals. A competitive price shall be established to ensure price reasonableness, and the work shall be carried out only after obtaining approval from NIOT.
- t) No alteration, modification, or relocation of any equipment shall be carried out without the prior

approval of NIOT. Scientific laboratories shall be properly organized and maintained at all times, with all scientific equipment kept in their designated locations, ensuring that the laboratories are always ready for use. The contractor shall liaise with the vessel management contractor regarding the housekeeping of all onboard laboratories

- u) During warranty/guarantee period of any scientific equipment, the bidder should carry out routine/preventive maintenance and co-ordination with OEM for availing warranty services to be done. Breakdown maintenance *[if any during the warranty/guarantee period]* to be attended by the OEM or OEM authorised engineers.
- v) Maintenance of all scientific equipment by Original Equipment Manufacturer (OEM) services shall be carried out once a year or as and when required, with the approval of NIOT-TRV. All incidental charges related to OEM service engineers, including travel, shall be reimbursed by NIOT. Boarding and lodging, local transportation, port clearances/passes for service engineers, tools and personal belongings, and required spares shall be arranged and borne by the bidder.
- w) The victualing for the onboard service engineers will be borne by NIOT through the vessel management contractor.
- x) Any work (erection/ installation/ cable routing / operation / service / maintenance / decommission / calibration / cleaning) required to keep the equipment (listed under Annexure- I) operational all the time is considered within the scope of work.
- y) Operation and maintenance of drop keel will be done by the vessel management contractor during the maintenance and service of scientific SONARS by the successful bidder. However, onboard scientific engineer should support for the activity towards successful scientific mission requirements.
- z) Anything happen for the vessel onboard electronics like DGPS, Echosounder, MRU and other systems at sea, urgent support shall be provided by the onboard engineer to the vessel.
- aa) In the event of any lapses in the above activities/ responsibilities, the applicable Liquidated Damages (LD) or penalty clauses shall be enforced.

[4]. Maintenance of Scientific Equipment onboard NIOT Vessels

- a) Preventive maintenance of all Scientific Equipment should be done by the OEM/OEM authorized engineer as per standard maintenance schedule. The contractor shall engage the OEM/OEM authorized engineer for the above job at least once in a year for the below list of scientific equipment. The service/work covers the maintenance/service/overhaul/replacement of consumables etc. The report along with spare requirements& health of the system shall be submitted within 15 days of the respective engineer's visit to NIOT at no additional cost to NIOT.

b)

Vessel Name	List of Scientific Equipment
Sagar Nidhi	Spectrophotometer Make: SHIMADZO CORP; Model:UV-1800;
	MILLIPORE Water Purification System.
	Make: Merk Life Science- Millipore; Model: Milli Q Advantage A10;
	Stereo Microscope with camera attached with PC connection Make: NIKON; Model:C-DSS230; P/N:NIKON-SMZ1500;
	Auto Burette Make: Metrohm; Model: 765 Dosimat; S/N:11220131
	Autosalinometer. Make: Guildline; Part No.: 8400B; SI No.: 70311.
Sagar Manjusha	Auto Analyser. Make: SKALAR, SA++
	SPECTROPHOTO METER, Make-LABOMED
	MICROSCOPE & ACCESSORIES, Make-LEICAS8AP0
	Milli-Q RO System, Make-Merck Life Sciences pvt ltd
	Dosimat, Make-Metrohm
Sagar Tara & Sagar Anveshika [this list is to be considered individually for both the vessels]	Auto Salinometer, Model: Guildline 8400B
	Laboratory water purification System Millipore
	Double Beam UV-VIS(Visible) Spectrophotometer Shimadzu
	Zoom stereo Microscope, Make:Leica
	Auto salinometer, Make: OSIL
	Dosimate Auto dispensing unit, Make-Metrohm/ Mettler Toledo
	Texture Analyzer, Make-Horiba
	Auto analyser, Make-Skalar
	Fourier-transform infrared spectroscopy (FTIR) Make- JASCO – Anatek service

- c) Break down maintenance. If any scientific equipment found breakdown, the contractor should engage the OEM/ OEM authorized engineer for repair & visit. The contractor should ensure the minimum downtime of the scientific equipment to facilitate the scientific operation. If the contractor found the non- availability of an OEM /OEM authorized engineer to attend the breakdown maintenance, NIOT shall take a call on case-to-case basis to avail the non-OEM engineer to address the problem & for further repair.
- d) The supply of tools, converters, cables, connectors, repair kits, spares, and consumables required for periodic maintenance, as specified by the equipment manufacturer or as stated above, shall be the responsibility of the Contractor. The Contractor shall maintain adequate spares, consumables, and repair kits onboard the vessel to ensure the efficient operation of all scientific equipment, including necessary servicing kits. The onboard spare inventory shall be shared with NIOT-TRV, and any spares utilized shall be replenished by the bidder through procurement on an immediate and regular basis.

e)

[5]. Placement of Engineers onboard

a. The bidder shall ensure availability of qualified and experienced service engineers as mentioned below for Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika. Engineers shall be available during all cruises, port-calls, layup, dry-docks round-the-clock onboard. Accommodation and food shall be provided to service engineers by NIOT while they are on-board the vessel. At least one of the engineers [*in Sagar Nidhi*] sailing in any cruise shall continue into the next cruise/minimum of 20 days for maintaining continuity. Based on NIOT's approval, the positioning of additional manpower for important cruises, drydock activities, or any other requirement may be undertaken, and payment for such additional manpower shall be made based on the quoted rates. In general cases, the following numbers of service engineers should always be deputed.

- Sagar Nidhi - 2 O&M Engineers
- Sagar Manjusha - 1 O&M Engineer
- Sagar Tara - 1 O&M Engineer
- Sagar Anveshika - 1 O&M Engineer

b. Operation and maintenance of scientific equipment onboard by experienced engineers [*at least five years with Diploma or three years with B.E./B. Tech or equivalent of similar work experience onboard ships* (Hydrography, Survey, seismic, oceanographic, geo technical sampling and analysis)].

[6]. Underwater cleaning of Transducers

Underwater diving services are being arranged by vessel management contractor. Successful bidder will facilitate and liaison with vessel management contractor towards cleaning of underwater transducers and sonars using their service.

[7]. AMC of Winches

The bidder should have an arrangement with OEM-Kleyfrance for an annual maintenance contract for CTD, Hydrographic and Deep Sea Winch onboard Sagar Nidhi. The work scope includes one visit by OEM engineer -M/s Kleyfrance per year [*1st/2nd half of Calendar Year*] and second visit by OEM authorized Indian partner [*1st/2nd half of Calendar Year*]. The charges of required workshops [mechanical and electrical] towards support envisaged by OEM, and cost of the AMC service should be quoted in the respective line item of the price bid. All the spares [not mentioned in non-reimbursable category] for carry out regular maintenance shall be handled through reimbursable clause.

[8]. During Drydock and Afloat Repairs

a) Six months before the due date for drydocking of the vessel, the bidder shall submit the work scope towards drydock and afloat repairs pertaining to scientific equipment. These defect lists should be exhaustive defining the entire scope of work including in way jobs like, removal of number of panels, renewal of pipelines [*dimension and length to be specified*], cabling work [*type, length of cable*], etc.

- b) Along with Drydock work scope, a long lead spares [*if any*] required for all the scientific equipment shall be submitted to NIOT well in advance.
- c) The bidder shall undertake servicing, lubricating, cleaning, Sikaflex sealant, roxtec glands, checking impedance / cable resistance etc. of the underwater sensors / transducers whenever the ship is in dry dock in India and abroad.
- d) Protection of all equipment during drydock and afloat repairs and fumigation/pest control. Further, safe custody of scientific equipment, spares, to be ensured.
- e) The bidder shall participate in sea trials after dry-docking and after carrying out major repairs and testing of any scientific equipment or whenever required by NIOT for any equipment, in the presence of a designated representative of NIOT/OEM to ensure satisfactory working of equipment and report shall be submitted to NIOT.
- f) During the drydock, the bidder shall depute experienced O&M engineers as per the clause no. 5 until completion of drydock repair works. He should attend all the jobs in the dry-docking and certify the works done satisfactorily. Considering the tight schedule for drydock and afloat repairs and based on the request from NIOT, the positioning of additional manpower may be undertaken to facilitate the drydock and afloat repairs within the stipulated time at no additional cost.
- g) Bidder shall liaise, co-ordinate and get the jobs done by the identified shipyard within the scheduled time frame of the drydock contract.
- h) During Dry-dock and afloat repairs, the bidder has to arrange at his own cost for the stay and food & transport for the engineers depending on the habitability of the ship.

[9]. Reporting and Documentation

a) Monthly Report:

An exhaustive report comprising all events to be submitted. The report should comprise the following:

- a. Cruise Reports: The reports with the endorsement of Chief Scientist/TRV rep. on all the equipment operated during the cruise and copy of the data collected along with log sheet in the respective scientific cruise.
- b. Breakdown report, damage / loss reports if any.
- c. Work done report towards the maintenance of the equipment [*routine, preventive, and breakdown maintenance of the scientific equipment*].
- d. Update of inventory register [*asset & consumables*].
- e. Spares requirements if any.
- f. Monthly submission of performance report shall be certified by the Chief Scientist/ NIOT representative.
- g. Scientific data collected along with log sheet [*pre and post processed data, metadata*].

- h. Update on validity dates of DGPS signals, consumable's shelf-life expiry dates, lengths of CTD / hydrographic/Deep Sea Winch cables available as per log, calibration validity dates for applicable equipment / sensors/CTD/TSG, etc.
- b) The successful bidder should maintain complete records of each scientific equipment including the inventory, installation/commissioning report, single line diagrams, HAT/SAT report, repair records [including replacement of spares], upgradation details [*if any*], OEM Service reports, operation/maintenance manual, calibration records [as applicable], backup software and tools, test and validation reports, etc.

[10]. 1. Payments towards Reimbursements

- a) OEM Spares/consumables bills will be reimbursed on actual with 10 % overhead. The overhead charges include all Custom House Agent[CHA] or clearing agent fee, customs processes/ duty, transport including international freight, etc and to be placed onboard. Spares invoice cost along with payment proof shall only be considered for reimbursement and overhead payment. Necessary approvals be sought from NIOT with need, justifications and cost reasonable
- b) Non-OEM spares /consumables will be reimbursed on actual with 10% overhead. The overhead charges include all CHA, customs processes/ duty, transport including international freight etc and to be placed onboard. Spares invoice cost along with payment proof shall only be considered for reimbursement and overhead payment. The contractor is to ensure competitive prices through the tendering process and necessary approvals be sought from NIOT with need, justifications.
- c) The expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., in case of repairs of existing equipment at OEM facilities abroad shall be reimbursed by NIOT at actuals. The repairs cost is not reimbursable. Maintenance of equipment and repair shall be under contractor's scope to make equipment operational and available for scientific purpose all times. NIT terms may be retained for all other points. Necessary approvals for spares be sought from NIOT with need & justifications & the same shall be reimbursed at actual.
- d) For Calibration: The expenditure towards packing/ air freight/ Customs duty/ transportation /CHA/ insurance etc., in case of calibrations of existing equipment at OEM facilities abroad shall be reimbursed by NIOT at actuals. The service/calibration/repairs cost is not reimbursable. Periodical calibrations/service as per standard practice/ OEM direction of the equipment shall be under contractor's scope to ensure data quality and make equipment fully operational. NIT terms may be retained for all other points. Necessary approvals for spares be sought from NIOT with need & justifications & the same shall be reimbursed at actual.
- e) DGPS correction subscription, Ship Tracking system signal subscription are to be done by the contractor. The cost for the above will be reimbursed at actual.
- f) Scientific Data Acquisition & Post Processing Software license renewal/ updation to be done by the contractor. The cost will be reimbursed at actual by NIOT.

2. Non-Reimbursements: Bidders obligations that shall not be re-imbursed by NIOT irrespective of cost

The following items must be arranged by the bidder including the spares / consumables which all are required for equipment operation and maintenance.

- a) Toolkits, consumables required for servicing of scientific equipment.
- b) Replacement of batteries of Lab UPS.
- c) Chemicals / standards required for calibrations/standardization/analyzing the samples including standard sea water
- d) Lubricants, washers, O-ring, insulators, Sikaflex sealant, roxtec glands, etc.
- e) Printer cartridges, hard-discs, CD, DVD and other memory devices and computer peripherals.
- f) Replacement of power /data cables, converters, connectors, and purchase/renewal of antivirus software as and when required.
- g) Network switches/ modem, crimping the cables and termination of CTD and hydrographic wire ropes, underwater insulations, etc. for the equipment.
- h) Safety and personal gear for the service engineers for performing tasks onboard.
- i) Valid passports, medical fitness certificate by DGS approved doctor, Standards of Training, Certification, and Watchkeeping for Seafarers [STCW] certificate and Yellow Fever vaccination for the service engineers.
- j) Any other items which are required for executing the maintenance, data / sample collection satisfactorily.
- k) Crane requirement if any for carrying the scientific equipment in and out of vessels / port *[for maintenance purposes]* to be arranged. Vessels' cranes if available *[without any need to turn around or move the vessel]* could be used without any cost to the contractor.
- l) Transportation for carrying the scientific equipment in and out of vessels and port to be arranged.
- m) Scientific material clearances of the onboard equipment shall be arranged by the successful bidder with prior approval of NIOT.
- n) Permission for signing on/off, port passes for the engineers/ vehicles will be done by the successful bidder. The O&M engineer details to be provided to NIOT well in advance for NIOT clearance.

[11]. Payment terms for Operation and Maintenance of Scientific Equipment for NIOT Research

Vessels /Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika]

- a) NIOT shall pay the Contractor on a monthly basis, upon receipt of vessel-wise invoices submitted in compliance with the contract terms and supported by all required documents within 30 days. The Contractor shall raise the invoice after completion of each month, along with the requisite deliverables. The invoice shall be submitted to NIOT by the 7th day of each calendar month.

- b) Charges towards Operation & Maintenance of scientific equipment onboard four vessels shall be stated separately in the contract. The Operation & Maintenance charges for scientific equipment will be deducted proportionately for the downtime period if any equipment is non-functional, till rectification. It is essential that the equipment and all the sub-units are fully operational always. For partially operational equipment, NIOT at its discretion will consider such equipment as operational or non-operational depending on the usefulness of the data / samples depending on the cruise objectives / chief scientists' inputs and deductions thereof fully or proportionately.
- c) The payment towards reimbursement of spares/consumables cost would be made as and when the bills are submitted along with relevant documents [*intimation to NIOT, approval order from NIOT, proof of payment, certified copy of work done report/service report, mate receipt if spare is taken onboard, exchange rate for foreign rates, etc.*].
- d) For operation & maintenance of scientific equipment, the charges shall be paid to the contractor on satisfactory services and submission of cruise wise reports and monthly reports. The Contractor must ensure that each of the equipment for which payments are sought is tested at least once in a month. Operation for testing purpose shall also be considered as operation. The contractor shall maintain the equipment in a working condition and shall submit the report along with monthly invoice.
- e) Any equipment under warranty, cost towards breakdown repair will be considered with prior approval with estimates. Also, expenses if any incurred with prior approval towards the cost of reverting into service / repairing any equipment found non-operational during time of commencement of contract will be paid separately as mutually agreed by NIOT & bidder. For scientific equipment under warranty, the Contractor is to do only preventive maintenance during the warranty period. The warranty services would be taken care of by OEM, and the contractor must coordinate with OEM for availing warranty services.
- f) If any new equipment is added, the necessary training will be provided through OEM and operation of the equipment & data collection and processing shall be carried out and if any repair, the same shall be serviced through under warranty with OEM.
- g) Delay to carry out the calibration in time shall cause deduction in the charges to the proportion as deemed appropriate to the extent of total quoted charges for the respective equipment.

[12]. Penalty/Liquidated Damage

- a) The Operation & Maintenance charges for scientific equipment will be deducted proportionately for the downtime period if any equipment is non-functional, till rectification is done by the bidder.
- b) Non-availability of minimum engineer's onboard vessels as mentioned will attract a penalty of Rs. 10,000/- per day per head in addition to the day rate of the engineer for the number of engineers unavailable and the period of unavailability.

- c) The successful bidder should always ensure adequate safety of the scientific equipment. Bidder shall be responsible for security scientific equipment onboard. Any loss of material should be reported immediately to NIOT and the same should be replaced by the bidder at his cost if attributable to the successful bidder. Any claim money through insurance *[as applicable]* received shall be to the benefit of the Contractor.
- d) Any damage or loss resulting out of negligence except the service procedure on the part of the transducer shall be fully rectified by the bidder at their own expenses and to the full satisfaction of NIOT.
- e) If no maintenance of the scientific equipment is provided as per NIT, penalty of Rs. 10,000/- per system shall be applicable.
- f) If no response from the contractor for more than 3 working days, penalty of Rs. 10,000/- per day shall be applicable.

[13]. Other terms and Conditions for the bidder

- a) Operating Drug and Alcohol Policy as per statutory regulations.
- b) All the engineers should have a valid Passport. All the engineers need to obtain STCW certificate and fitness certificate by DGS approved doctor at the bidder's cost before embarkation. Yellow fever vaccination is required in case the vessels touch any foreign port.
- c) Within one month of signing the contract, the bidder shall furnish a detailed report of the condition of the equipment / systems, inventory of spares, manuals and software available onboard and maintenance schedules and procedures for each equipment and calibration schedules in compliance with OEM guidelines. The same should be kept updated all time and submission of same should be done as and when requested by NIOT for any specific equipment / facility under contract.
- d) Before sailing a Vessel for each cruise, bidder should ensure that all the instruments/ equipments are to be tested to its standards of operation. The details of non-functional equipment if any are to be reported to NIOT immediately.
- e) Work shall be carried out round the clock with no restriction on timings including Saturdays, Sundays and other holidays.

[14]. Addition/Deletion of any Scientific Equipment

- a) In case any equipment in the contract is replaced / added during the period of contract;
 - i. With an equipment of the same specification / similar degree of required maintenance, the operation and maintenance charges per item remain the same.
 - ii. With an equipment of technically much superior specification and increase in the work, then the operation and maintenance charges shall be mutually decided.

b) During the period of contract, if any equipment is phased out or becomes unserviceable or beyond economic repairs, the operation and maintenance charges for that / that equipment shall be reduced proportionately from the monthly invoices.

Brief outline Specifications of the Scientific Equipment and the details on major instruments/equipment onboard are provided as Annexure-1.

The scientific equipment details are not exhaustive and the bidders are requested to visit ships to know the exhaustive equipment details. Most of the equipment onboard is imported from different countries and a few are of indigenous origin. The bidder can inspect the equipment at the bidder's cost for ascertaining their make, type, their present status, etc. at any port after confirming the availability of the vessel at port with NIOT.

3. Check list for technical bid submission
[bid will be evaluated based on the below documents only]

Sl.No	Description	Yes/No	Page no in submitted bid document
1	Bidder should have ongoing maintenance contracts or executed maintenance contracts for scientific equipment or sampling equipment or oceanographic equipment or ship board laboratory /survey equipments.– proof should be attached.		
2	Work orders of similar nature along with Performance statement form		
3	Methodology & Work plan for undertaking O&M of Scientific equipment onboard NIOT research vessels, Mobilization schedule and emergency response		
4	Registration certificate		
5	Name, Address, telephone & Email of the company		
6	GST & PAN Certificates		
7	Copy of payroll/ agreement showing the engineer manpower strength along with their details for last 5 years as on 31.03.2025. Confirmation/ proof of their availability to be enclosed		
8	Audited financial statement for last three Financial year ending 31.03.2025 including profit & loss report duly authenticated by a Chartered accountant/ Cost Accountant in India.		
9	Documentary evidence of the net worth of the firm should not be negative for the year ending 31.03.2025 and also should not have eroded by more than 30% in last three years.		
10	Legal declaration: The Contractor/Company should also declare whether at any time has been prosecuted by any court in India or abroad for violation of any specific rules either in India or abroad laid down for execution of work/contract of any time subjected to Industrial Disputes Act / any Governing loss for		

	Scientific equipment operation of the research vessels for violation of said provisions of the Act		
11	Any other information un-support of the Contractor's etc. Particularly with information on accidents, mishaps etc. encountered during the deployment and retrieval of scientific equipment.		
12	Document shows ongoing litigation/arbitration/ dispute/ blacklisting with any organization if any. If yes, please attached relevant documents or say "NO"		
13	Copy of duly signed blank price bid confirming no deviation to the price bid schedule or format		
14	Undertaking that the bidder has not been banned/barred/ blacklisted by any Government agency for participating in any of the tender processes.		
15	Duly signed Pre-Integrity Pact as per Annexure-C		
16	Bid securing declaration		
17	Bid validity of 120 days from the date of opening of Technical bid		
18	Duly signed model contract, EMD bid bond		
19	Unconditional acceptance letter as per NIT clause no. 21		
20	Any other documents as per NIT (please specify)		

Authorized Signatory

ANNEXURE I – Specifications of the Scientific Equipment and the details on major instruments/equipment onboard

I. Ship Name: SAGAR NIDHI

A. Specification

Broad specification and scientific details on equipment onboard

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

LIST OF SCIENTIFIC AND SURVEY EQUIPMENTS- ORV SAGAR NIDHI

Sl. No	Item	Make & Model.
1	Deep sea Multi beam Echo sounder – MD30 -RESON including DGPS, MRU, S.V probe & S.V profiler, Data Acquisition System & processing system with software, Repeaters, Helsman display and accessories	Make-RESON
2	Deep sea Single beam Echosounder (EA640) with DAS	Make: KONGSBERG . Model: EA640.
3	ADCP (Acoustic Doppler Current Profiler) with DAQ	Make: Teledyne RD INSTRUMENTS. Model: Pinnacle ADCP (45kHz)
4	Shallow water Multi beam echo sounder (Norbit) including DGPS and accessories	Make: Norbit . Model: B57S (100-200KHz).
5	Sub bottom profiler: Innomar-2000 deep with DAQ and processing system	Make: INNOMAR. SES-2000 - Parametric Echo sounder. SN:
6	pH meter	Make: Eutech.; Model: pH510; PN: 54X002606;
7	Spectrophotometer	Make: SHIMADZO CORP; Model:UV-1800;
8	Autoclave	Make: MURUGAPPA INSTRUMENTS
9	MILLIPORE Water Purification System.	Make: Merk Life Science- Millipore; Model: Milli Q Advantage A10;

10	CTD with rosette setup (CTD and aux sensors). SBE-9/11Plus.	SBE 911Plus CTD SN: 09P75462-1169; Model No.: 9Plus 6800m; SI No.: 09P75462-1169
11	CTD (Conductivity, Temperature & Depth Profiler). SBE-9 Plus (Stand-By unit).	SBE 911Plus CTD SN: 09-1466; Mod; 1: 9Plus. S/N: 09-1466
12	Shallow water CTD 19Plus.	Make: Seabird Electronics; PN: 19P1420; SN: 19-7994.
13	Niskin water samplers 5Ltrs	19 Nos.
14	Niskin water samplers 4 Ltrs	30 Nos.
15	Thermosalinograph including temp. sensor, interface box & DAQ	Make: SBE ELECTRONICS- USA. Model: SBE-21. SI No.: 2143476-3289
16	Thermosalinograph (Stand-By unit) including temp. sensor	Model No.: 21; SI No.: 2143476-3290
17	AUTOMATIC WEATHER STATION (AWS).	Make: Vysala- Netherlands. Model No.: AWS43.
18	Computer, Monitor with peripherals.- 4 nos	
19	Printers- 3nos plus Multibeam printer	
20	HiPAP102 / Hi-PAP500 Acoustic Positioning system & accessories	HIPAP, HPR (LF) & APOS
21	Stereo Microscope with camera attached with PC connection	Make: NIKON; Model:C-DSS230; P/N:NIKON-SMZ1500;
22	Electronic balance	Make: METTLER TOLEDO; Model:AB104; S/N:1114500422
23	Hot plate with magnetic stirrer	Make: GUNA Enterprises; S/N:373; S/N:361
24	Vacuum Pump with filtration, manifolds, flasks & hoses	Cat.No:X10422050; Lot.No:BM7CN0666; S/N:BM7CN0666A
25	Hot air Oven	Make: BINDER; S/N:07-26143
26	Laminar flow	Make: ASALAIR 1200; S/N:127.
27	BOD incubator	Make: NAREN.
28	Bacteriological incubator	Make: NAREN.
29	Auto Burette	Make: Metrohm; Model: 765 Dosimat; S/N:11220131
30	Refrigerator centrifuge	Make: Plasto crafts industries (P) Ltd.; (Super spin R-V/FM); Model: SSR-V/FM; S/N:2009/122409
31	Plankton Net	Make: NORINCO
32	Sieve (for sediment collection)	Make: JAYANT; Micron: 75mic; Micron: 600mic; MM: 4.75mm; MM:2mm
33	Autosalinometer.	Make: Guildline; Part No.: 8400B; SI No.: 70311.
34	Deep Freezer.	Make: Sub Zero India; (- 40°C, 195 Litters).
35	Shallow water CTD winch with umbilical cable with slip ring and accessories.	Make: Kley France; S/N: 799 M 0000-V1.
36	Gravity corer including core head, barrel, catcher and cutter	Make: Norinco.
37	Auto Analyser.	Make: SKALAR, SA++

38	UPS online	APC (Lab5 Transmitter rack)
39	Deep Sea Winch with umbilical cable	Make: Kley france
40	Deep Sea Winch with aramid cable	Make: Kley france
41	CTD and Hydrographic winch with umbilical cables& accessories	Make: Kley france
42	Multi-Plankton Net with DAS	Make: Hydrobias
43	3-Axis anemometer with sensors and DAS & Repeaters	Make: Tridel Technologies

II. Ship Name: SAGAR MANJUSHA

A. Technical details of the vessel

General Specifications of the Vessel

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

Scientific Equipment available on-board Sagar Manjusha

Sr. No	Equipment Name	Qty.	Make
1.	Niskin Water Samplers -5Ltrs	08 Nos	GENERAL OCEANICS
2.	Niskin Water samplers – 4 Ltrs.	16 Nos.	
3.	MESSENGERS	(5+1) 06 Nos	GENERAL OCEANICS and RUBY ENGG INDS
4.	GRAB 25Kg SS 55 kgs	1No 1 no	VARYA TECH
5.	GRAB 10Kg	01 No	Hydro Bios.
6.	CORER (GRAVITY CORER) with catcher (3nos), cutter (5nos)	01 No	VARYA TECH
7.	CORE PIPE	30 Nos	VARYA TECH
8.	PLANKTON NET (300micron)	02 Nos	NIL
9.	FLOW METER	02 Nos	GENERAL OCEANICS
10.	FLOW METER	02 Nos	HydroBios.
11.	SECCHI DISC	01 No	NIL

12.	SPECTROPHOTO METER	01 No	LABOMED
13.	VACUUM PUMPS & Filtration unit	03 Nos	MILLIPORE
14.	CENTRIFUGE	01 No	REMI ELEKTROTECHNIK
15.	MBES & Accessories:-Data Acquisition-Work Station Monitors Keyboard Mouse DGPS CPU	01 Set	RESON
16.	POST PROCESSING UNIT MONITORS, KEYBOARD	01 No	
17.	Single beam Echo Sounder, DGPS, Monitor, CPU, Mouse, Keyboard	01 Set	KNUDSEN ENG.
18.	BOD INCUBATOR	01 No	NAREN INSTRUMENTS Date: January 2011 SRIV No.: 2482.
19.	UPS with Battery Bank	01 No	DELTA
20.	REFRIGERATOR	01 No	GODREJ PENTACOOL is replaced by GODREJ EDGE PRO Model RD EDGEPRO 210 CT3.2/2017 198 Liters
21.	Deep Freezer	01No	Indigenous make
22.	MICROSCOPE & ACCESSORIES	01 No	LEICAS8AP0
23.	Computer and its accessories	02 Nos	WINDOWS
24.	Shallow water CTD Winch (Online with umbilical cable & accessories)	01No	Kley France
25.	Shallow water CTD 19Plus	01No	Seabird Electronics
26.	IDRONAUT CTD Ocean seven 320 plus with GO1018 Rosette.	01 No	IDRONAUT
27.	Milli-Q RO System	01No	Merck Life Sciences pvt ltd
28.	Thermosalinograph	01No	Seabird Electronics
29.	Thermosalinograph (standby unit)	01 No	Sea Bird Electronics
30.	Multiple Corer	01No	OSIL
31.	Auto Clave	01No	Zigma
32.	Dosimat	01No	Metrohm
33.	Manta Net	01No	Aiswarya
34.	Hot Air Oven	01No	Digiqual Systems
35.	CO2 Analyser	01	LI-COR
36.	ADCP	01	SeaTRANK
37.	Sub Bottom Profiler	01	SyQwest
38.	Auto Salinometer	01	Guildline 8400B
39.	Hydrographic winch	01	Make:Seamac
40.	Deep Sea winch system and its accessories	01	Pelligerini
41.	3 Axis anemometer with sensors & DAS	01	Make: Tridel technologies
42.	Wave height meter with DAS	01	Make: Miros

43.	U-CTD with DAS	01	Model: Yoda Profiler
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III. Ship Name: SAGAR TARA

A. Technical details of the vessel

General Specifications of the Vessel

Length Overall	43 m
Breadth moulded	9.6 m
Draught	2.5 m
GRT	497
Main Engine	2 x 552 kW
Speed	12 knots
Endurance	15 Days
Scientists	8
Officers & Crew	12
Type	CRV
Classification	IRS

B. Scientific Equipment of Sagar Tara:

Sr. No.	Description of item	Make
1.	BOD incubator (Bio-Chemical Oxygen Demand)	Lab Kit, Hongkong
2.	Hot Air Oven	HL Scientific, Chennai
3.	Laboratory water purification System	Millipore
4.	Refrigerator (-15°C), Qty-2 Nos	Haier/LG/Voltas/Blue star
5.	Deep freezer (-80 DegC) , Qty-2 Nos	Lab Freeze
6.	Double Beam UV-VIS (Visible) Spectrophotometer	Shimadzu
7.	Zoom stereo Microscope	Leica
8.	Auto salinometer	OSIL
9.	Thermosalinograph	Sea Bird
10.	Gravity corer	Norinco
11.	Gyro compass and Motion Reference Unit/sensor	IX BLUE/ SAMHITA
12.	USBL Acoustic positioning system	IX BLUE/ SAMHITA
13.	Multi Beam Echo Sounder	KONGSBERG
14.	Single Beam Echo Sounder	KONGSBERG
15.	Sediment sampler (Van Veen Grab)	Norinco
16.	Automatic weather station	Observator
17.	CTD profiler	Sea Bird
18.	Autoclave	Bio technology
19.	Refrigerated centrifuge	Lab Kit, Hongkong
20.	Portable nutrient analyser	Clean grow
21.	Underway CTD data logging	Teledyne
22.	Niskin water sampler (go)	Norinco

	devil messenger type) and Messengers	
23.	Zooplankton net with flow meter	Aishwarya
24.	Dosimate Auto dispensing unit	Metrohm/ Mettler Toledo
25.	Vacuum pump and filtration unit	Rocher
26.	Bacteriological Incubator	iGeneLabserve Pvt Ltd
27.	Laminar Flow	iGeneLabserve Pvt Ltd
28.	UV Cabinet	iGeneLabserve Pvt Ltd
29.	Fume Hood Explosion proof	iGeneLabserve Pvt Ltd
30.	Texture Analyzer	Horiba
31.	Auto analyser	Skalar/Agaram Industries
32.	Carbon dioxide analyser	Elron instrument co. Pvt. Ltd.
33.	Ultrasonic Scientific Anemometer	Electrotek International
34.	ADCP	Teledyne
36.	Scientific handling system & Winches	Kley France
37.	Manta net (Microplastics)	(K.C Denmark) Nipun Engg. Solutions
38.	Fourier-transform infrared spectroscopy (FTIR)	JASCO – Anatek service
39.	Side Scan Sonar with DAS & winch	Edgetech

IV. Ship Name: SAGAR ANVESHIIKA

A. Technical details of the vessel

General Specifications of the Vessel

Length Overall	43 m
Breadth moulded	9.6 m
Draught	2.5 m
GRT	496
Main Engine	2 x 552 kW
Speed	12 knots
Endurance	15 Days
Scientists	8
Officers & Crew	12
Type	CRV
Classification	IRS

B. Scientific Equipment of Sagar Anveshika:

Sr. No.	Description of item	Make
1.	BOD incubator (Bio-Chemical Oxygen Demand)	Lab Kit, Hongkong
2.	Hot Air Oven	HL Scientific, Chennai
3.	Laboratory water purification System	Millipore
4.	Refrigerator (-15°C), Qty-2 Nos	Haier/LG/Voltas/Blue star
5.	Deep freezer (-80 DegC) , Qty-2 Nos	Lab Freeze
6.	Double Beam UV-VIS (Visible) Spectrophotometer	Shimadzu

7.	Zoom stereo Microscope	Leica
8.	Auto salinometer	OSIL
9.	Thermosalinograph	Sea Bird
10.	Gravity corer	Norinco
11.	Gyro compass and Motion Reference Unit/sensor	IX BLUE/ SAMHITA
12.	USBL Acoustic positioning system	IX BLUE/ SAMHITA
13.	Multi Beam Echo Sounder	KONGSBERG
14.	Single Beam Echo Sounder	KONGSBERG
15.	Sediment sampler (Van Veen Grab)	Norinco
16.	Automatic weather station	Observator
17.	CTD profiler	Sea Bird
18.	Autoclave	Bio technology
19.	Refrigerated centrifuge	Lab Kit, Hongkong
20.	Portable nutrient analyser	Clean grow
21.	Underway CTD data logging System	Teledyne
22.	Niskin water sampler (go devil messenger type) and Messengers	Norinco
23.	Zooplankton net with flow meter	Aishwarya
24.	Dosimate Auto dispensing unit	Metrohm/ Mettler Toledo
25.	Vacuum pump and filtration unit	Rocher
26.	Bacteriological Incubator	iGeneLabserve Pvt Ltd
27.	Laminar Flow	iGeneLabserve Pvt Ltd
28.	UV Cabinet	iGeneLabserve Pvt Ltd
29.	Fume Hood Explosion proof	iGeneLabserve Pvt Ltd
30.	Texture Analyzer	Horiba
31.	Auto analyser	Skalar/Agaram Industries
32.	Carbon dioxide analyser	Elron instrument co. Pvt. Ltd.
33.	Ultrasonic Scientific Anemometer	Electrotek International
34.	Multiple corer	OSIL (Advance Technical Systems Private Limited)
35.	ADCP	Teledyne
36.	Sub Bottom Profiler	Kongsberg
37.	Scientific handling system & Winches	Kley France
38.	Manta net (Microplastics)	(K.C Denmark) Nipun Engg. Solutions
39.	Fourier-transform infrared spectroscopy (FTIR)	JASCO – Anatek service
40.	Side scan Sonar with DAS & Winch	Edgetech

ANNEXURE-II – PRICE BID FORMAT

PRICE BID FORMAT (Refer 1.8)

A. SAGAR NIDHI

Sl. No.	Item Descriptions	Quantity	Unit	I year		II year	
				Unit rate	Total rate	Unit rate	Total rate
i	ii	iii	iii(a)	iv	v	vi	vii
	ORV Sagar Nidhi						
	Scientific equipment maintenance [routine, preventive & break down] only (annual charges including requisite manpower and their victualling).						
	Deep sea Multi beam Echo sounder – MD30 -RESON including DGPS, MRU, S.V probe & S.V profiler, Data Acquisition System & processing system with software, Repeaters, Helsman display and accessories	1	Per year				
	Deep sea Single beam Echosounder (EA 600)	1	Per year				
	ADCP (Acoustic Doppler Current Profiler): with DAQ	1	Per year				
	Shallow water Multi beam echo sounder (Norbit) including DGPS and accessories	1	Per year				
	Sub bottom profiler: Innomar-2000 deep with DAQ and processing system	1	Per year				
	CTD with rosette setup (CTD and aux sensors). SBE-911Plus.	1	Per year				
	CTD with rosette setup (CTD and aux sensors). SBE-911Plus. (Stand-By unit).	1	Per year				
	Shallow water CTD 19Plus with rosette	1	Per year				
	Thermosalinograph including temp. sensor, interface box & DAQ	1	Per year				
	Thermosalinograph (Stand-By unit) including temp. sensor	1	Per year				
	HiPAP102 / Hi-PAP500 Acoustic Positioning system & accessories	1	Per year				
	Autosalinometer	1	Per year				
	Shallow water CTD winch with cable and accessories.	1	Per year				
	Gravity corer including core head, barrel, catcher and cutter	1	Per year				
	Auto Analyser.	1	Per year				
	Deep Sea Winch with umbilical cable	1	Per year				
	Deep Sea Winch with aramid cable	1	Per year				
	CTD winch with cables	1	Per year				
	Hydrographic winch with cables	1	Per				

			year				
	Shallow Water CTD Winch	1	Per year				
	Scientific Equipment Operation (Data/ Sample Collection & Data processing) only (annual charges including requisite manpower and their victualling)						
	Deep sea Multi beam Echo sounder – MD30 -RESON including DGPS, MRU, S.V probe & S.V profiler, Data Acquisition System & processing system with software, Repeaters, Helsman display and accessories	1	Per year				
	Deep sea Single beam Echosounder (EA 600)	1	Per year				
	ADCP (Acoustic Doppler Current Profiler): with DAQ	1	Per year				
	Shallow water single echo sounder	1	Per year				
	Shallow water Multi beam echo sounder (Norbit) including DGPS and accessories	1	Per year				
	Sub bottom profiler: Innomar-2000 deep with DAQ and processing system	1	Per year				
	CTD with rosette setup (CTD and aux sensors). SBE-9/11Plus.	1	Per year				
	Shallow water CTD 19Plus with rosette	1	Per year				
	Thermosalinograph including temp. sensor, interface box & DAQ	1	Per year				
	HiPAP102 / Hi-PAP500 Acoustic Positioning system & accessories	1	Per year				
	Autosalinometer	1	Per year				
	Shallow water CTD winch with cable and accessories.	1	Per year				
	Gravity corer including core head, barrel, catcher and cutter	1	Per year				
	Auto Analyser.	1	Per year				
	Deep Sea Winch with umbilical cable	1	Per year				
	Deep Sea Winch with aramid cable	1	Per year				
	CTD winch with umbilical cables	1	Per year				
	Scientific equipment Operation & maintenance [routine, preventive & break down, data collection & processing/analysis] (annual charges including requisite manpower and their victualling).						
	Ph meter	1	Per year				
	Spectrophotometer	1	Per year				
	Autoclave	1	Per year				
	MilliQ-Water Purification system	1	Per				

			year				
	Niskin water samplers 5Ltrs	1	Per year				
	Niskin water samplers 4 Ltrs	1	Per year				
	AUTOMATIC WEATHER STATION (AWS).	1	Per year				
	Computer, Monitor with peripherals.- 4 nos	1	Per year				
	Printers - 3nos	1	Per year				
	Stereo Microscope with camera attached with PC connection	1	Per year				
	Electronic balance	1	Per year				
	Hot plate and Magnetic stirrer	1	Per year				
	Vacuum Pump	1	Per year				
	Filtration unit (PVC manifold)	1	Per year				
	Filtration unit (SS manifold)	1	Per year				
	Filtration unit (flask type-47 mm)	1	Per year				
	Filtration unit (flask type-25 mm)	1	Per year				
	Hot air Oven	1	Per year				
	Laminar flow	1	Per year				
	BOD incubator	1	Per year				
	Bacteriological incubator	1	Per year				
	Auto Burette	1	Per year				
	Refrigerator Centrifuge	1	Per year				
	Plankton Net	1	Per year				
	Sieve (for sediment collection)	1	Per year				
	Deep Freezer.	1	Per year				
	UPS System with battery bank2 Nos [20 kVA, 3 kVA]	1	Per year				
	AMC Service charges of Scientific handling System [CTD (Deep & Shallow), Hydrographic, Deep Sea Winches] by OEM/OEM Authorized engineer	1	Per Year				
	Total Value for Sagar Nidhi - (A)	1	subtotal				

B. SAGAR MANJUSHA

S. No.	Item Descriptions	Quantity	Unit	I year		II year	
				Unit rate	Total rate	Unit rate	Total rate
i	ii	iii	iii(a)	iv	v	vi	vii
	Sagar Manjusha						
	Scientific equipment maintenance [routine, preventive & break down] only (annual charges including requisite manpower and their victualling).						
	CTD with Rossette Assembly	1	Per year				
	Corer (Gravity Corer)	1	Per year				
	Core Catcher	3	Per year				
	Core cutter	5	Per year				
	Core Pipe	30	Per year				
	MBES & Accessories:-Data Acquisition-Work Station Monitors Keyboard Mouse DGPS CPU	1	Per year				
	Single beam Echo Sounder, DGPS, Monitor, CPU, Mouse, Keyboard	1	Per year				
	Shallow water CTD Winch (Online with cable & accessories)	1	Per year				
	Shallow water CTD 19Plus	1	Per year				
	IDRONAUT CTD Ocean seven 320 plus with GO1018 Rosette.	1	Per year				
	Thermosalinograph	1	Per year				
	Thermosalinograph (standby unit)	1	Per year				
	Multiple Corer	1	Per year				
	ADCP	1	Per year				
	Sub Bottom Profiler	1	Per year				
	Auto Salinometer	1	Per year				
	Hydrographic winch	1	Per year				
	Scientific Equipment Operation (Data/ Sample Collection & Data processing) only (annual charges including requisite manpower and their victualling)						
	CTD with Rossette Assembly	1	Per year				
	Corer (Gravity Corer)	1	Per year				
	Core Catcher	3	Per year				
	Core cutter	5	Per				

			year			
	Core Pipe	30	Per year			
	MBES & Accessories:-Data Acquisition-Work Station Monitors Keyboard Mouse DGPS CPU	1	Per year			
	Single beam Echo Sounder, DGPS, Monitor, CPU, Mouse, Keyboard	1	Per year			
	Shallow water CTD Winch (Online with cable & accessories)	1	Per year			
	Shallow water CTD 19Plus	1	Per year			
	IDRONAUT CTD Ocean seven 320 plus with GO1018 Rosette.	1	Per year			
	Thermosalinograph	1	Per year			
	Multiple Corer	1	Per year			
	ADCP	1	Per year			
	Sub Bottom Profiler	1	Per year			
	Auto Salinometer	1	Per year			
	Hydrographic winch	1	Per year			
	Scientific equipment Operation & maintenance [routine, preventive & break down, data collection & processing/analysis] (annual charges including requisite manpower and their victualling).					
	Niskin water sampler -5 litres	8	Per year			
	Niskin water sampler -4 litres	16	Per year			
	Messengers	6	Per year			
	Grab sampler-25Kg SS	1	Per year			
	Grab sampler-10Kg-HydroBias	1	Per year			
	Plankton Net	2	Per year			
	Flow meter (General Oceanic)	2	Per year			
	Flow meter (Hydro bias)	2	Per year			
	Secchi Disk	1	Per year			
	Spectrophotometer	1	Per year			
	Vacuum pump & Filtration unit	3	Per year			
	Centrifuge	1	Per year			
	Post Processing Unit Monitors Keyboard Mouse CPU	1	Per year			
	BOD Incubator	1	Per year			

	Lab UPS and Battery bank [20 KVA]	1	Per year				
	Refrigerator	1	Per year				
	Deep Freezer	1	Per year				
	Microscope & Accessories	1	Per year				
	Computer and its accessories	2	Per year				
	Milli-Q RO System	1	Per year				
	Auto Clave	1	Per year				
	Dosimat	1	Per year				
	Manta Net	1	Per year				
	Hot Air Oven	1	Per year				
	CO2 Analyser	1	Per year				
	Total Value for Sagar Manjusha - (B)	1	subtotal				

C. SAGAR ANVESHIIKA

S. No.	Item Descriptions	Quantit y	Unit	I year		II year	
				Unit rate	Total rate	Unit rate	Total rate
i	ii	iii	iii(a)	iv	v	vi	vii
Sagar Anveshika							
	Scientific equipment maintenance [routine, preventive & break down] only (annual charges including requisite manpower and their victualling).						
	Multibeam Echo Sounder up to 1000m depth with sound velocity profiler	1	Per year				
	CTD profiler and sensors	1	Per year				
	Auto Salinometer	1	Per year				
	Thermosalinograph	1	Per year				
	Gravity corer with accessories	1	Per year				
	Ultra Short Base Line (USBL) Acoustic positioning system	1	Per year				
	General Purpose Winch	1	Per year				
	CTD winch	1	Per year				
	Hydrographic winch	1	Per year				
	Underway Data Logging System	1	Per year				
	Single Beam Echo Sounder	1	Per year				
	Acoustic Doppler Current Profiler (ADCP)	1	Per year				
	Sub Bottom Profiler	1	Per year				
	Side Scan Sonar with DAS & related system	1	Per year				
	Multiple Corer	1	Per year				

	Scientific Equipment Operation (Data/ Sample Collection & Data processing) only (annual charges including requisite manpower and their victualling)					
	Multibeam Echo Sounder up to 1000m depth with sound velocity profiler	1	Per year			
	CTD profiler and sensors	1	Per year			
	Auto Salinometer	1	Per year			
	Thermosalinograph	1	Per year			
	Gravity corer with accessories	1	Per year			
	Ultra Short Base Line (USBL) Acoustic positioning system	1	Per year			
	General Purpose Winch	1	Per year			
	CTD winch	1	Per year			
	Hydrographic winch	1	Per year			
	Underway Data Logging System	1	Per year			
	Single Beam Echo Sounder	1	Per year			
	Acoustic Doppler Current Profiler (ADCP)	1	Per year			
	Sub Bottom Profiler	1	Per year			
	Side Scan Sonar with DAS & related system	1	Per year			
	Multiple Corer	1	Per year			
	Scientific equipment Operation & maintenance [routine, preventive & break down, data collection & processing/ analysis] (annual charges including requisite manpower and their victualling).					
	Bio-Chemical Oxygen Demand BOD Incubator	1	Per year			
	Double beam UV Visible spectrometer	1	Per year			
	Zoom Stereo Microscope	1	Per year			
	Sediment Sampler (25 kg)-1 No	1	Per year			
	15Kg-1 No	1	Per year			
	Autoclave	1	Per year			
	Refrigerated Centrifuge	1	Per year			
	Hot Air Oven	1	Per year			
	Laboratory water purification system	1	Per year			
	Refrigerators (-15°C)	2	Per year			
	Deep Freezers (-80°C)	2	Per year			
	Automatic Weather Station	1	Per year			
	Motion Reference Unit [GAPS]	1	Per year			
	Portable Nutrient Analyzer	1	Per year			
	Niskin Water Samplers (5lt capacity) with go devil messenger	10	Per year			
	Zoo Plankton net with Flow meter	1	Per year			
	Dosimate-Auto Dispensing Unit	1	Per year			
	Vaccum Pump with filtration Unit-	2	Per year			
	Bacteriological Incubator	1	Per year			
	Laminar Flow	1	Per year			

	UV Cabinet	1	Per year				
	Fume Hood Explosion Proof	1	Per year				
	Texture Analyzer	1	Per year				
	Auto Analyzer	1	Per year				
	Carbon Dioxide Analyser	1	Per year				
	Ultrasonic Scientific Anemometer	1	Per year				
	FTIR	1	Per year				
	Manta net	1	Per year				
	UPS with battery bank [20 kVA, 10 kVA]	1	Per year				
	Data Storage Server System along with network	1	Per year				
	Labourer Charges (for science team) - Based on the requirement, payment shall be paid at actual for NIOT Vessels	150	Per day				
	Additional Engineer Charges (if required) -Based on the requirement [for all vessels], payment shall be paid at actual for NIOT Vessels	3	Per day				
	Total Value for Sagar Anveshika (D)	1	subtotal				

D. SAGAR TARA

S. No.	Item Descriptions	Quantity	Unit	I year		II year	
				Unit rate	Total rate	Unit rate	Total rate
i	ii	iii	iii(a)	iv	v	vi	vii
	CRV Sagar Tara						
	Scientific equipment maintenance [routine, preventive & break down] only (annual charges including requisite manpower and their victualling).						
	Multibeam Echo Sounder up to 1000m depth with sound velocity profiler	1	Per year				
	CTD profiler and sensors	1	Per year				
	Auto Salinometer	1	Per year				
	Thermosalinograph	1	Per year				
	Gravity corer with accessories	1	Per year				
	Ultra Short Base Line (USBL) Acoustic positioning system	1	Per year				
	General Purpose Winch	1	Per year				
	CTD winch	1	Per year				
	Hydrographic winch	1	Per year				
	Underway Data Logging System	1	Per year				
	Single Beam Echo Sounder	1	Per year				
	Acoustic Doppler Current Profiler (ADCP)	1	Per year				
	Side Scan Sonar with DAS & related system	1	Per year				

	Scientific Equipment Operation (Data/ Sample Collection & Data processing) only (annual charges including requisite manpower and their victualling)					
	Multibeam Echo Sounder up to 1000m depth with sound velocity profiler	1	Per year			
	CTD profiler and sensors	1	Per year			
	Auto Salinometer	1	Per year			
	Thermosalinograph	1	Per year			
	Gravity corer with accessories	1	Per year			
	Ultra Short Base Line (USBL) Acoustic positioning system	1	Per year			
	General Purpose Winch	1	Per year			
	CTD winch	1	Per year			
	Hydrographic winch	1	Per year			
	Underway Data Logging System	1	Per year			
	Single Beam Echo Sounder	1	Per year			
	Acoustic Doppler Current Profiler (ADCP)	1	Per year			
	Side Scan Sonar with DAS & related system	1	Per year			
	Scientific equipment Operation & maintenance [routine, preventive & break down, data collection & processing/analysis] (annual charges including requisite manpower and their victualling).					
	Bio-Chemical Oxygen Demand BOD Incubator	1	Per year			
	Double beam UV Visible spectrometer	1	Per year			
	Zoom Stereo Microscope	1	Per year			
	Sediment Sampler (25 kg)-1 No	1	Per year			
	15Kg-1 No	1	Per year			
	Autoclave	1	Per year			
	Refrigerated Centrifuge	1	Per year			
	Hot Air Oven	1	Per year			
	Laboratory water purification system	1	Per year			
	Refrigerators (-15°C)	2	Per year			
	Deep Freezers (-80°C)	2	Per year			
	Automatic Weather Station	1	Per year			
	Motion Reference Unit [GAPS]	1	Per year			
	Portable Nutrient Analyzer	1	Per year			
	Niskin Water Samplers (5lt capacity) with go devil messenger	10	Per year			
	Zoo Plankton net with Flow meter	1	Per year			
	Dosimate-Auto Dispensing Unit	1	Per year			
	Vacuum Pump with filtration Unit-	2	Per year			
	Bacteriological Incubator	1	Per year			
	Laminar Flow	1	Per year			
	UV Cabinet	1	Per year			
	Fume Hood Explosion Proof	1	Per year			

	Texture Analyzer	1	Per year				
	Auto Analyzer	1	Per year				
	Carbon Dioxide Analyser	1	Per year				
	Ultrasonic Scientific Anemometer	1	Per year				
	FTIR	1	Per year				
	Manta net	1	Per year				
	UPS [20 kVA, 10 kVA]	1	Per year				
	Data Storage Server System along with network	1	Per year				
	Total Value for Sagar Tara - (C)	1	subtotal				

Lowest bidder shall be arrived at total of all 4 vessels for 2 years :A+B+C+D

-Rates quoted include all applicable levies, liabilities and except GST.

- Agreed to the extension for the contract on the prices quoted for the 2nd year as per the Special Conditions of Contract (SCC)

-It is certified that the above bid has been submitted after understanding the total scope of the tender, after getting all necessary clarifications and visiting the Ship. Our tender is fully compliant without any exceptions or exclusions whatsoever.

Signature of the bidder & Stamp

Bid Securing Declaration Form

Date:

E-Tender No: NIOT/HVT/ /2025-2026

E-Tender Title: Operation and Maintenance of Scientific Equipment of NIOT four Research Vessels [Sagar Nidhi, Sagar Manjusha, Sagar Tara, Sagar Anveshika]

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
VELACHERY TAMBARAM MAIN ROAD,
NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder:

Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Sole bidder/ Joint Venture /Leader of Consortium)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Performance statement

The bidder should submit the form along with technical bid

Sl.No.	Contract title	Contract period	Completion date	Satisfactory certificate/ Chief scientist form to be attached	Copy of work order to be attached

Sign & Stamp

Monthly reports (to be submitted with monthly bill)

Sl.No	Service	Report
1	Work done details/report	a. Cruise report b. Performance report certified by Chief Scientist/NIOT Representative. c. Spares/consumables supplied as per contract.
2	Operation of scientific equipments and status of the same	Complete details of maintenance and operation carried out for each scientific equipment
3	Scientific Data	Scientific cruise raw, processed data along with log sheet and test & validation data
4	Status of calibration	Equipment calibration details, action taken for periodical calibration
5	Status	a. Status of winch cables b. status of subscription [DGPS, Software]

Comments of :

Master

Operator Representative

Owner Representative

Model Contract for ‘Operation and Maintenance of Scientific Equipment for NIOT Research Vessels’

(Note: All NIT terms, prices finalised during evaluation shall be included in the final contract)

This CONTRACT is made and executed at _____, on this day _____

BY AND BETWEEN

_____ having its office at _____ through its representative/ authorised signatory _____ (herein after referred as NIOT or the nominated Institute which terms or expressions shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-office, administrator or permitted assignees) of the First part. NIOT engaged in (a) To develop world class technologies and their applications for sustainable utilization of ocean resources, (b) To provide competitive, value added technical services and solutions to organizations working in the oceans and (c) To develop a knowledge base and institutional capabilities in India for management of ocean resources and environment.

AND

_____, a company incorporated under the Companies act, having its registered/corporate office address at _____ through its representative/ authorised signatory _____ (herein after referred as “CONTRACTOR” or “contractor” which terms or expressions shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-office, administrator or permitted assignees) of the Second part.

TERMS;

This Agreement shall initially for one year and be valid for a maximum period of two years from the date of commencement of contract for “Operation and Maintenance of Scientific Equipment of NIOT Research Vessels’ to the Contractor i.e., from _____ or the commencement of the contract shall be from the date of takeover of these vessels by the contractor. NIOT shall extend the contract to second years only if the performance is satisfactory which shall be reviewed by NIOT. Contractor cannot claim extension of contract, as a matter of right and the decision of NIOT shall be final and binding.

1. Work Scope

As per NIT

2. Terms of Payment

As per NIT

3. SPARES:-

Any reimbursable spares of scientific equipment must adopt the following procedure, without which the reimbursement shall not be allowed.

It is also the responsibility of the Contractor to foresee the spares requirement and liaise with OEM for obtaining quotations and other procurement procedures as per the procedures laid in the tender

Prior approval of NIOT is to be obtained.

To establish competitive price through the tendering process and price reasonability has to be submitted along with the spare procurement proposal.

The supply on-board must be accompanied by an original copy of the Invoice from the supplier.

The supply should be entered in the Stores Received Book (SRB) duly signed by Master or NIOT representative and ledger maintained on-board.

The supply should be recorded and signed by the Mate in the Mate receipt on-board.

Mate receipt signed by Master, Mate and NIOT representative along with SRB entry, Delivery challan, ORIGINAL invoice and bank transaction summary/receipt must accompany the claim of the Contract or for reimbursement. This is applicable to all the reimbursable materials supplied and received on-board.

Spare parts bill shall be from the source of supply / OEM and purchased from authorized dealers and recognized dealer. The purchases made shall be on a competitive basis with minimum three quotations if sourced from the open market other than OEM's or as per NIOT norms if any.

The detailed report should be submitted for spare availability, utilization and requirement once in three months.

4. CRUISE PROGRAMME:-

The vessel shall be used for various programmes of the MoES such as retrieval and deployment of data buoys under the control of NIOT in the coastal and anywhere in the Indian-waters, International-waters as per the plan provided, and all lawful duties as directed by NIOT including but not limited to list provided. A model cruise programme of the vessel will be given during the pre-bid meeting. During the cruises following activities shall be conducted at each location/point:

- 1 Collection of plankton samples using a plankton net in one of the winches.
- 2 Collection of fish samples using a trawl net.
- 3 Deployment of workboat for collection of samples from shallow water and selected estuaries.
- 4 Conduction of scientific and technology experiments in the sea.
- 5 Deployment of current meters as per scientist schedule.
- 6 Deployment/ recovery of soil tester.
- 7 Deployment/ recovery of the anchor pile.
- 8 Bathymetric survey using echo-sounders, Multibeam, side scan sonar, ADCP and sub bottom profiler etc., at grid level of 1or less or more.
- 9 Testing of Crawler and deep sea mining at deep sea.
- 10 Testing and operation of ROV, AUV, ACS, Submersibles and etc., at deep sea.
- 11 Underway Swath Multibeam Surveys, Geophysical & Seismic surveys in coastal seas, deep and polar waters.
- 12 CTD profiling, water sampling operations.
- 13 Biological sampling using vertical and horizontal sampling through various nets.
- 14 Surface and deep sea mooring operations / Data buoy operations.
- 15 Seabed samplings using corers and grabs. Rock dredging with chain bag dredges.
- 16 Underway Oceanic observations, Upper air atmospheric data collection etc.
- 17 Underway surface met and current measurements.
- 18 Deployment / retrieval of heavy test / prototype equipment with DP.
- 19 Deployment / retrieval of submersibles (AUV, ROV, Deep Sea Mining vehicles etc) in DP.

- 20 Onboard analytical works and data processing.
- 21 Training to researchers / students.
- 22 Any other activities as advised by NIOT.

The cruise programme is subject to change dynamically due to change in priorities as decided by NIOT and Contractor shall ensure compliance of the same.

5. TAXES:-

GST as applicable shall be paid at actuals. The Contractor has to submit the proof of payment made to the tax regulatory authority on regular basis for claiming reimbursement.

a. *PERSONNEL:*

Any taxes assessed on employees of the Contractor based on income earned in the performance of work under this Agreement shall be the responsibility of the Contractor and / or employees, and not of NIOT.

b. *CORPORATE:*

Any taxes assessed on the income of the Contractor shall be the responsibility of the Contractor and paid by the Contractor. NIOT may, however, deduct income tax at source in accordance with Indian Income-tax Act and rules.

- c. Any other duties, levies (except GST) that are payable or that may be levied during the currency of this agreement, as per the Central/State Government/ local authorities' laws/regulations/rules shall be paid by the Contractor and no reimbursement of such payments shall be made by NIOT.
- d. The reimbursements will not attract GST, however GST shall be applicable for cost of services rendered.

6. *Penalties*

- a) If an equipment is not functioning or its performance is not satisfactory, considering the nature of problem and loss to the scientific objectives up to 100% cost of the of respective equipment will be deducted in the subsequent bills
- b) Non-availability of minimum engineer's onboard vessels as mentioned at will attract a penalty of Rs. 10000/- per day per head in addition to the day rate of the engineer for the number of engineers unavailable and the period of unavailability.
- c) Delay to carry out the calibration in time shall cause deduction in the charges to the proportion as deemed appropriate to the extent of cost for the equipment.
- d) Poor show on upkeep and maintenance of the equipment, delay in breakdown service, delayed arrangements of periodical calibration, non-submission of reports, will attract the penalty of 0.5% of monthly invoice payment.

7. *Law and Place of Jurisdiction*

This CONTRACT is subject to Indian Law. The place of performance and jurisdiction is Chennai.

8. *Amicable Resolution*

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to or in connection with this Contract (including its interpretation) between the parties, and so notified in writing by either party to the other party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably through discussion between authorised representative of the parties. The parties agree to use their best efforts for resolving all Disputes arising under on in respect of this contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9. Mediation/Arbitration/Dispute Clause:

- a)** In the event of any dispute at any time during the entire duration of the contract, both the parties shall try to resolve through mutual decisions to resolve such disputes. In case 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 the mediation process directed in Dept. of Expenditure order no. F.11212024-PPD dated 03.06.2024. In the event of any disputes, differences, interpretation or application relating to this agreement arise, the same shall be settled amicably by the parties.
- b)** 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 Mediation by any authority to be appointed as Mediator by the NIOT.
- c)** However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party if any.

10. 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, Tsunami, Earthquake, 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.

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this contract, the relative obligation of the party affected by such Force Majeure shall after notice under this clause be suspended for the period during which such cause lasts.
- ii. The term "Force Majeure" as used herein shall mean acts of God. War (declared or undeclared) riots or civil commotion, fires, floods, and Acts of Regulations of the Government of India or any of its authorized agencies. Force majeure may also include events that shall be declared by Government of India as Force Majeure event.
- iii. Upon the occurrence of any Force Majeure cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing, within seventy two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory explanation in support of its claim.
- iv. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such causes lasts.
- v. Payment during "Force Majeure": It is understood and agreed by the parties to this Agreement that during the period of "Force Majeure", full fee shall be payable to the Contractor. MoES shall pay for any fuel and water consumed during the period of "Force Majeure".
- vi. Force majeure shall not apply to 'bad weather' due to cyclones or such weather phenomenon, which are being predicted and forecast regularly. The master's decision shall be final for all safety related matters. However, the Master must inform/ consult the Chief Scientist/ Vessel Manager/ MoES before taking any action regarding heavy weather-related decisions.

11. Periodic Inspection

MoES/ NIOT shall have the right to inspect/ survey, at its option and cost, at all times and at any port in India/ abroad, the lab, maintenance & status of the equipment etc. provided by the Contractor under this Agreement. The Contractor always undertakes and guarantees full and unhindered access to the lab for inspection by the representative of MOES/ NIOT. Items rejected on inspection, following standard Marine Practices shall be replaced by the Contractor. It is understood by both parties that any inspection by MoES/ NIOT referred to in this clause shall in no way reduce or diminish the Contractor's responsibility and obligation with respect to the contractual obligations. It is the Contractor's express obligation to follow and observe all applicable laws, rules, regulations and orders of the land to always keep the equipment operational conditions during the currency of this Agreement and any other extension thereof.

12. DELIVERY / RE-DELIVERY:-

The vessels shall be available to the Contractor at any port in India. An inventory of the entire scientific equipment, spares and stores shall be prepared jointly by Contractor, in the presence of NIOT representative at the time of delivery and by the same parties at the time of re-delivery. In case of missing any item, suitable replacement will be made by the Contractor and if the Contractor fails to do so, NIOT shall arrange the same and deduct the incurred expenses as appropriate.

The Contractor shall pay any/ all charges of repair and survey which are required to be carried out to bring the scientific equipment fully operational at the time of delivery, normal wear and tear excepted.

During take-over of the vessels by the Contractor from NIOT, the Contractor has to ensure the operational status of all equipment/material status for any deficiencies. Same to be brought to the attention of NIOT. Expenditure incurred towards rectification of these deficiencies shall be addressed by MoES.

The re-delivery of the vessel shall be effected at any port in India as determined by NIOT. At takeover, any item to be rectified by the Contractor failing which same shall be rectified by NIOT and cost recovered from the Contract or from the performance bank guarantee.

13. Insurance

The contractor would directly take all insurance policies for the men and material deployed under this contract.

The contractor shall exclusively own all liabilities for all deployed onboard by the contractor pertaining to their salaries, medical facilities and insurance coverage including but not limited to their transport on shore/ offshore, laundry, welfare expenses and furnishings etc. The copy of insurance coverage should be submitted during the beginning of the contract.

The contractor is responsible for their security, and conditions of employment including the payment as per all applicable laws and statutes.

NIOT has the Group Medical Policy for onboard engineers deployed by the contractor, coverage and any claim approval if any, under this policy, shall be passed to the contractor.

14. CHANGE IN LAW:-

If there is a change in or enactment of any law in India after the date of placement of LOI/ TOI which results in subsequently additional cost/ savings to NIOT on account of such enactment having effect on this Agreement, the Contractor shall reimburse NIOT or NIOT shall pay to the Contractor as the case may be for such cost/ savings and the two parties shall discuss and mutually agree on the method and extent to which NIOT Contractor should be compensated/paid for provided. However, that provision of this Article shall not apply to any other levies except GST.

15. Performance Security:

- c. The successful bidder (contractor) should deposit 5% of the total annual contract value as Performance Security **within 15 days** from the date of issue of LOI. Further, Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier as per the work scope.
- d. The PS should be submitted for each year separately @ 5% of the annual contract value. The successful bidder should submit 2nd year PS within 15 days from the date of the contract renewal and before expiry of the 1st year PS.
 - i. The first year PS will be discharged after accepting the 2nd year PS. The 2nd year PS will be discharged after a period of sixty days beyond the date of completion of all contractual obligations of the supplier as per GFR guidelines.

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 the work scope as per the contract. 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 afore said, 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.

16. CONSEQUENTIAL DAMAGES:-

Neither NIOT nor Contractor shall have any claim against each other for any consequential damages.

17. INDEMNITY:-

- a. NIOT agrees to protect and hold the Contractor and the employees of the Contractor, harmless from against all claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation there to, demands cost and expenses for personal injuries illness of death of any other NIOT employees, arising out of work performance here under.
- b. The Contractor agrees to protect and hold NIOT and all its employees harmless from and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation there to demands, costs and expenses for personal injuries, illness or death of any of Contractor's employees, its agents, contractors or sub-contractors, arising from any case whatsoever, throughout the period of this Agreement, except to the extent that can be claimed and is paid by the H&M or P&I insurers.

18. TERMINATION:

- i. In the event of the Contractor going into liquidation or winding up of business or making arrangement with his creditors, this agreement shall stands terminated from the date of occurrence of

such event. This termination shall be without prejudice to any other rights to remedies, available to NIOT under this Agreement. In such a case the performance bank guarantee shall be encashed by NIOT.

- ii. In the event of NIOT deciding to wind up the operations of the vessels due to technical or other reasons, the contract stands terminated after two months notice. Under such circumstances MoES shall compensate the Contract or for losses incurred on account of bank guarantee charges and other certified claims.
- iii. In the event of any breach of terms and conditions of this Agreement or unsatisfactory performance of the Contractor, NIOT shall have the right to terminate the Agreement forth with. The decision of NIOT under this clause shall be final.
- iv. In the event of any breach of terms and conditions of this Agreement due to the part of NIOT, the Contractor shall have the right to request for termination of this agreement by giving a notice of **90** days.
- v. NIOT reserves the right to terminate the Agreement at any time after expiry of six months of contract by giving **90** days notice in writing to the other party without assigning any reason whatsoever.
- vi. In the event the Contractor becomes insolvent and assigns its interest under this Contract agreement for the benefit of creditors or is adjudged bankrupt, the Contract shall stand terminated from the date and the performance bank guarantee shall be encashed by NIOT.
- vii. If terminated on non-performance of contractual obligation such Contractor shall be banned from participation in all future tenders of NIOT.
- viii. The contract may also be terminated in respect of one or more vessels, without necessarily terminating the contract in its entirety for all vessels.

19. ASSIGNMENT:

The Contractor shall not except without the express prior approval in writing of the assigning of specific responsibilities to such approved sub-contractor or assign his obligations or any benefit or interests in the contracts or any part thereof in any manner whatsoever. Any such assignment shall not absolve the Contractor from their primary responsibilities and specific performance under this contract.

20. INTERPRETATION:

The titles and readings of the sections in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provision of this agreement.

21. LABOUR LAWS:

The Contractor shall comply with all labour laws of the country as applicable and operations including but not limited to the Contract labour (Regulation and Abolition) Act 1971 and Minimum wages Act. Violation of any of the labour laws by the Contractor shall be entirely at his risk and cost. Should NIOT is required to pay deposit any amount to any employee of the Contractor under the orders of any authority for enforcement of labour laws, the same shall be deducted from Contractor's bills and for by enforcing the Bank Guarantee furnished by the Contractor.

22. COMPLIANCE OF LAWS:

Compliance of all laws such as labour income tax, corporate tax, etc., shall be to the Contractor's account.

23. PAYMENT OF WAGES:

The Contractor shall pay the wages directly to the workmen as per governing laws of such employment for shipping operations. The Contractor shall also ensure that no amount by way of NIOT or otherwise is deducted or recovered by them or their sub contractors from the wages of any employee under this contract. All Manpower and its emoluments details are required to be submitted by the contractor as and when required by the NIOT.

24. NOTICE:

All notice required herein to be given shall be deemed to have properly made when delivered or when sent in writing like Fax/Letter addressed to the applicable party as follows: All notices on behalf of NIOT shall be sent by signatory of this contract who shall be the overall coordinator of this contract from NIOT.

25. Integrity Pact (IP):-

The Integrity Pact would be implemented through a panel of two Independent External Monitors (IEMs) appointed by the Ministry of Earth Sciences. The names and contact details of the IEMs are mentioned in the Integrity Pact as enclosed as Annexure-C. Signed by both Contractor and Owner. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. Also, IEM would have access to all documents, whenever required. The Contractor may raise disputes / complaints if any, with the IEMs (Shri. Ajay Kumar Lal, IRAS (Retd.): ajay_k_lal@yahoo.com, Shri. Pavan Kumar Jain, IDSE (Retd.): mespkj@gmail.com). The sanctions stated in Integrity Pact as at Annexure- C for violation of any clause of the Integrity Pact are applicable.

26. Severability:-

If for any reason whatever, any provision of this contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be valid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate on good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this contract or otherwise.

27. No Partnership or employee relationship

This contract shall not be interpreted or construed to create an association, joint venture, partnership and principal-agent or employer-employee relationship between the parties. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, on act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party, other than as expressly provided in this contract.

28. Successor and assigns:-

This contract shall be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns.

29. Stamp Duty:-

The Contractor will purchase two numbers of Non-Judicial Stamp Paper of Rs. One Thousand (Rs.500/- each) (to be borne by the Contractor) for the purpose of executing the contract between MoES and Successful bidder.

In case NIOT wishes to register the agreement for whatever reasons, all costs towards this shall be on account of NIOT.

30. Confidentiality: -

An undertaking from the Contractor shall be submitted to NIOT to maintain confidentiality during the contract period as well as after the completion/termination/ cancellation of the contract

IN WITNESS WHERE the parties here to sign the Agreements as of the date herein above written.

FOR AND ON BEHALF OF CONTRACTOR

CONTRACTOR

1 WITNESS

2 WITNESS

FOR AND ON BEHALF OF NIOT

NIOT

1. WITNESS

2. WITNESS