



CSL/SRP/290/2025

01<sup>st</sup> August 2025

**TENDER NOTICE**

Dear Sir,

Tenders by password protected email are invited for **towing of JUR Sagar Kiran from Mumbai to Kochi** so as to reach the undersigned on or before the last date and time given below.

Enquiry no & date	CSL/SRP/290/2025
Name of work	Towing of JUR Sagar Kiran from Mumbai to Kochi
Nature of bid process	Two bid
Earnest money to be deposited (EMD)	Nil
Validity of Bid	90 days from the last date of submission of tender
Last date & time for submission of quotation	18 <sup>th</sup> August 2025 before 1100 hrs
Technical bid opening date & time (Attachment A)	18 <sup>th</sup> August 2025, 1400 hrs
Price bid opening date & time (Attachment B)	Price bid opening date shall be intimated
Pre bid meeting date	1100 hrs on 08 <sup>th</sup> August 2025 Online through Microsoft Teams. Link for the same shall be forwarded against intimation regarding readiness for participation.
Correspondence details for pre-bid queries and any other information	<a href="mailto:sureshbabut@cochinshipyard.in">sureshbabut@cochinshipyard.in</a> <a href="mailto:julianjose.pj@cochinshipyard.in">julianjose.pj@cochinshipyard.in</a> <a href="mailto:sroffice@cochinshipyard.in">sroffice@cochinshipyard.in</a>

Thanking you

Yours faithfully,

(For Cochin Shipyard Ltd)

Asst. General Manager (SRP)

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**Introduction**

1. Cochin Shipyard Limited (CSL) has entered into a contract with M/s Oil and Natural Gas Corporation Limited (ONGC) to undertake repairs of the vessel JUR Sagar Kiran. As part of the contract, CSL has to transport the vessel from BFL Mumbai to CSL.

**A. Scope of work**

1. Shifting of JUR Sagar Kiran as detailed below from BFL (Mumbai) to Cochin Shipyard Limited (CSL), Kochi by towing through sea. The towing operation shall be executed in compliance with statutory marine regulations and industry best practices, ensuring safety, environmental protection, and insurance coverage throughout the duration of the transit. Details of rig are as follows.

- a) Vessel Type : Jack up Platform
- b) LOA : 64.63M
- c) Breadth : 64.1M
- d) Depth: : 8 M
- e) Draft max. : 4.5 M
- f) Gross Tonnage : 7403T

**B. Prequalification Criteria -**

SI No	Particulars	Eligibility Criteria	Proof/Documents Required
1	Experience in relevant field	The firm should have experience in towing operations of Jack Up Rigs	Work order along with work completion certificate of work carried out during the period 2020 to 2025.
2	Financial capability	The firm should have an average minimum annual turnover of Rs. 50.00 lakhs during the two financial years FY 2022-2023 and 2023-2024.	Profit and loss account statement for the respective financial year

**C. Terms & conditions**

1. Minimum two tugs of capacity 80 Ton (minimum) bollard pull should be required for the movement.



2. Total strength of crew required for operation of Tug may be decided by the firm. However sufficient crew is to be deployed by the firm for smooth operation and to meet statutory requirements, as applicable.
3. The crew intended to be engaged should have minimum 02 years of experience in operation/movement of tugs.
4. The firm/personnel should have valid license for sea going operations and should meet all statutory requirements.
5. Services of tug and crew shall be required within 7 days after issue of LOA/Work Order. Tentative date of deployment shall be by mid-September. The work is to be completed within 20 days of commencement of the operation.
6. The firm should ensure compliance with maritime safety regulations and environmental standards and other statutory clearance required for shifting of the vessel.
7. Preparation and submission of the Towage Plan shall be the responsibility of the firm and cost of the same to be included in the price.
8. The tug must be equipped with necessary towing gear, communication equipment and safety systems.
9. Required Insurance of the tug and its crews and JUR Sagar Kiran for the entire duration of operation to be arranged by the service provider as per insurance clause at Sl No. I of this tender document.
10. A qualified and experienced Tow Master shall be appointed by the firm to lead and coordinate the entire towing operation and must be physically present on the lead tug or rig during the entire towing operation.
11. Service provider shall appoint an approved Marine warranty Surveyor to:
  - a) Approve the Towage Plan,
  - b) Conduct Pre-Tow Suitability Surveys,
  - c) Approve towing arrangements,
  - d) Issue a Towage Approval Certificate.
  - e) One marine warranty surveyor should accompany the rig during towing operation.
12. Any additional approval from Port authorities for the movement shall be obtained by the service provider and cost is to be included in the offer.
13. Any damage to the vessel for any reason whatsoever, during movement shall be the responsibility of the vendor. Any damage to the vessel shall be charged against the vendor.





14. The rig will be manned by ONGCs crew during towing operation.
15. In case of breakdown or any other blockage due to the failure of tug that may occur during towing operation, the firm should engage alternate tug with similar specification immediately, at its cost and responsibility..
16. Quote should be on lumpsum basis and should include all operational cost, towage plan preparation cost, Tow Master fees, consumables cost, transportation, mobilization, demobilization, oil, spare cost, customs charges, IRS charges, DG shipping charges, MMD Permission charges salaries etc in table A of rate format. Marine Warranty Surveyor Fees and related service charges for the towing arrangement should be quoted in table B and cost of insurance in table C. GST should be indicated separately and shall be paid extra as per govt. rules. No additional charges will be paid.
17. Food, accommodation and other facilities for the crew shall be vendor's scope.
18. Fuel and fresh water for operation of tugs should be arranged by vendor at their own cost.
19. The bidder has to understand the requirement clearly and should conduct site visit before submitting offer.
20. CSL has the right to reject the tugs if it is found to be not in good condition.
21. CSL reserves the right to short close the contract if the requirement does not exist due to any circumstances including Force Majeure events with the hiring charges payable upto the last day of use.
22. CSL reserves the full right to change the work scope/amend the work scope according to the site condition.
23. Vendor details to be submitted along with the technical bid as per annexure II.
24. The firm should not subcontract the work or part of the work to any other agency if awarded the contract. An undertaking as per annexure IV to be submitted along with the technical bid.
25. Bid should be valid for a period of 90 days from the last date of submission of tender.
26. The bidders may contact Shri. Arjun N S, Asst. Manager (SRO) email id: arjun.ns@cochinshipyard.in mob: 8714630951 for any clarifications regarding scope of work

**D. Integrity pact**

1. The bidder should sign a pre contract integrity pact as per format placed at annexure VIII.

**E. Visit of JUR Sagar Kiran**

1. The firm should complete necessary formalities for visiting JUR Sagar Kiran located at offshore of Mumbai at firms cost.



#### **F. Safety rules**

1. The firm shall ensure that the personnel employed by them are working in complete compliance with HSE rules. All personnel deployed at site shall wear PPE at all times. PPE is to be provided by the contractor/firm including, overall, safety shoes, safety helmet, gloves, safety glasses, etc. The firm/contractor shall be entirely responsible for the safety of all personnel employed by him on the work and should ensure that the personnel are adequately covered under insurance.
2. The firm shall be solely responsible for any consequences arising out of any loss, damage or accident caused to the personnel engaged by him on duty. Any labour issues with employees have to be settled by the contractor or firm themselves. CSL shall not have any responsibility for any issue between firm and the employees, for any injury or illness to firm's workmen/other personnel during execution of work. In this regard firm will have to fully indemnify CSL against any claim made by his workmen/other personnel.

#### **G. Payments terms**

1. Full payment shall be done after completing the entire scope of work successfully.
2. Payment shall be made by NEFT to the account of the firm within 45 days from the date of submission of invoice duly supported by work completion certificate certified by officer in charge of CSL and ESI/EPF remittance documents in respect of the firms employees engaged for work. In case ESI/EPF remittance documents are not submitted with invoice, reasons thereof to be submitted. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of CSL. Following documents to be submitted along with the invoice for payment.
  - a) Work completion certificate duly certified by the officer in charge.
  - b) Documents related to remittance of ESI and EPF as applicable.
3. The Invoices to be raised on AGM (SRP), Ship Repair Division, Cochin Shipyard Limited. GST Registration no. of CSL is GSTN - **32AAACC6905B1ZD** which is to be indicated on the invoice.
4. Invoice for payment should be submitted through VIM (Vendor Invoice Management) Portal in CSL web site. <https://apps.cochinshipyard.in:446/vim/Home.jsp>

#### **H. Pre bid meeting**

1. A pre-bid meeting shall be conducted on 08.08.2025. The bidder or his official representative is advised to attend a Pre-bid meeting to be convened online through Microsoft Teams. The pre-bid meeting shall be held at 1100 Hrs on 08.08.2025. Link for the meeting shall be



shared on receipt of intimation from the bidders regarding readiness for participation.

2. The firm requiring any clarification of the proposal document must notify CSL in writing, atleast one (1) day in advance to the pre-bid date in the questionnaire format placed at annexure VII by way of an email sent to [sureshbabute@cochinshipyard.in](mailto:sureshbabute@cochinshipyard.in) with a copy to email id: [julianjose.pj@cochinshipyard.in](mailto:julianjose.pj@cochinshipyard.in) and [sroffice@cochinshipyard.in](mailto:sroffice@cochinshipyard.in). The firm should to receive an acknowledgement for pre bid queries. In case of any ambiguity in this regard, the bidders may contact on 0484 2501231/1870. Request for participation in the pre-bid meeting shall be sent to above email IDs at least 24 hrs prior to the time of pre-bid meeting.
3. The compilation of all clarifications sought/queries raised during the pre-bid meeting and replies shall be furnished expeditiously. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by CSL through the issuance of a corrigendum which shall be informed to all participated bidders vide email and shall be published in the CSL Website and CPP Portal.
4. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. In case any bidder does not attend the pre bid meeting, it shall be presumed that the bidder has a clear understanding of the scope, terms & conditions of the tender document and does not have any comments on the requirements of the tender document. Any clarification raised by the non-attending bidder shall not be entertained later. However, corrigendum, if any published by CSL after the pre-bid meeting is applicable to all bidders prior to the submission of offer

#### **I. Insurance**

1. The agency shall maintain following insurance coverage at their own cost and furnish proof of the same:
  - a) Marine Insurance covering "All Risks" for the Jack Up Rigs Rs.200 Cr. during transit including perils specific to towing like towing failures, stranding, salvage costs among others etc.
  - b) Freight Liability Insurance covering legal liability for cargo damage for Rs.200 Cr.
  - c) P&I Insurance covering third party liabilities including collision, pollution and wreck removal.
  - d) Hull & Machinery Insurance covering the vessel used for transportation and associated equipment's used in transportation.
  - e) Personal and Accident Insurance for all crew members.
2. Transporter must provide valid certificate of insurance as proof of coverage prior to

commencement of transportation. CSL shall be named as additional insured in the policies. The transporter shall be solely responsible for any uninsured losses arising during the transit till it reaches the destination port. (CSL) Failure to maintain insurance constitutes a material breach, entitling CSL to suspend services or terminate the contract.

3. The transporter shall at its own cost engage a marine surveyor approved by the Insurer to do a pre and post transit survey. The survey must be completed not earlier than 48 hours before the transit and survey report must be submitted to CSL.
4. In the event of any claim, the transporter shall promptly notify insurers and cooperate with CSL and ONGC to expedite settlement.

**J. Liquidated Damages**

1. In the event that the firm does not perform in accordance with the Work Order, including any delay in completion of work on cardinal achievements in accordance with the agreed schedule (Time schedule for services) due to reasons not attributable to CSL, CSL shall be entitled to charge Liquidated Damages @ 0.5% of the contract value for delay of each day or part thereof subject to a maximum of 10% of contract value unless such delay is duly approved by CSL. If the delay is on account of reasons not attributable to the firm resulting in his failing to meet the agreed time schedule the firm shall in writing inform CSL within 48 hours of happening of such event and seek extension of time, based on which the CSL may grant extension at his sole discretion and on its merit without incurring any additional cost.

**K. Indemnity clause**

1. The firm shall indemnify CSL and keep harmless against any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against CSL directly or indirectly by reason of:
  - i. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
  - ii. Any theft, robbery, fraud or wrongful act or omission by personnel of the firm or any third party during the tenure of the LoA/Work Order.
  - iii. The agency shall sign and submit an indemnity bond to CSL in the format attached at annexure VI.

**L. Termination clause**

1. CSL reserves the right to terminate the contract on short notice of Seven (7) days in case if the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of



any contract conditions. Upon such termination, CSL shall not entertain any claims from the firm for damages, compensation, or loss of profit arising out of the termination.

2. In the event of termination under this clause, CSL reserves the right to engage an alternate contractor or agency to complete the remaining scope of work at the risk and cost of the defaulting firm. Any additional costs, losses, or damages incurred by CSL as a result of such risk purchase shall be recoverable from the defaulting firm including by way of deduction from any monies due or becoming due under this contract or any other contract with CSL.

**M. Security deposit**

1. The successful tenderer shall remit 5 % of the value of the contract as security deposit before commencement of work. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of CSL) from any of the nationalized banks/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract on certification of nil liability to CSL by Officer-in Charge. The Security Deposit will not bear any interest.

**N. Cancellation of order and risk contracting**

1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond the agreed schedule, CSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from the firm and the Security Deposit furnished by the firm is liable to be forfeited either in whole or in part.
2. In addition to above tender holiday will be imposed against the firm as per discretion of CSL, as applicable.

**O. Force majeure**

1. Should failure in performance of any part of this contract arise from, restraint imposed by Government act or legislation of other statutory authority of which the firm had no prior notice and which imposed after the effective date of contract , from explosion, fire and events of sudden flood, Cyclone, thunder storm for which there were no forecasts or warning issued by Govt which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.



2. The occurrence / cessation of force majeure situation has to be informed in writing with documentary evidence within three (3) days from the date of occurrence / cessation.

**P. Arbitration**

1. In case of any dispute or differences arising out of the Work Order, the same shall be settled amicably between the Parties by way of mutual discussions or negotiation. If such dispute or differences could not be resolved within 60 days from the date of commencement of above referred discussions or negotiation, then the same shall be referred to the courts of appropriate jurisdiction.
2. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.

**Q. Jurisdiction**

1. All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Ernakulam.

**R. Deviation list**

1. Deviations if any, in the offer submitted from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations".

**S. Statutory conditions and labour laws**

1. The firm must comply with statutory requirements, ESI/EPF, and other labour laws/regulations in force and as amended from time to time by Govt. of India. The firm must abide by minimum wages act as governed by Govt. of India rules in force and as amended in future.
2. The firm shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, 'Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to them and their workmen employed.
3. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen at CSL. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.

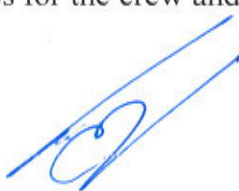




4. The firm shall be solely responsible for the payment of wages, salaries and other legal dues of its personnel who are employed or deployed by it from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service and salary has to effect before 10th of every month preceding the wage month. CSL reserves the right to ask the firm to submit satisfactory evidence of payment due, salaries etc. In any event, CSL shall not be liable for any payments, dues, wages and salaries of the personnel employed by the firm.

**T. Special terms & conditions for execution the contract**

1. The firm has to arrange all clearances from Costal permission/ Ports/ IWAI/ Towing Survey/Total Voyage Certification from regulatory authorities. Marine Warranty Survey by agency recognized by the Marine Insurance Provider for the successful commencement of transportation from Place of Departure and for successful completion of the transportation at place of destination. The offer shall accommodate the scope.
2. The Firm has to arrange Port permission/ tug or Boat assistance / clearance / formalities at Mumbai, destination points and intermediate ports, if required (for total transportation) including pilotage.
3. The firm has to arrange Customs clearance/formalities at Mumbai, destination point Kochi and intermediate ports, if any required for total transportation.
4. Any other applicable statutory as well as non-statutory requirements / permissions / formalities to be arranged/completed by the firm for successful commencement and satisfactory completion of this contract.
5. Survey by Regulatory Authorities: The firm shall arrange/coordinate the statutory marine warranty survey, Vessel movement, towing plan approval and other mandatory surveys / permissions / approvals by regulatory authorities / recognized class Agencies that deemed necessary for the successful commencement of transportation from Place of Departure and for successful completion of the transportation at place of destination. The offer shall accommodate the scope.
6. Manning of the tugs has to be provided as per relevant act.
7. The firm should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor.
8. The crew must have valid certificate of competency as applicable.
9. Food and other facilities for the crew and other personnel as per labour and marine laws



shall be arranged by the firm. All transportation costs towards men and material is the responsibility of the firm. The crew shall be in uniform while on duty. The vessel must maintain uninterrupted communication by VHF and Mobile Phone and shall be under the operational Command of Director, Marine Department.

10. A Liaison Officer should be deployed by the firm for interacting /communicating between the vessel and other concerned officers at CSL. He should be a person having experience in the field of marine operation. Liaison Officer will not be changed during the entire period of contract without informing CSL.
11. The firm must submit a local police verification certificate for those persons who will be deployed for carrying out duties.
12. All tugs to be put to use by the firm, shall have all certificates i.e. IRS certificate, registration certificates of tugs including sail worthiness certificate, requisite institution of classes/Marine insurance certificate, and should have requisite permission for berthing.
13. The firm should firm-up sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping with regards to foul weather and obtain all required clearances / permit from all Governmental / non-Governmental authorities for transportation of vessels through sea route. Coastal, Customs clearance if any, is to Contractor's account.

#### **U. Rescue operation**

1. In case of accident contractor shall be fully responsible for rescue operation, if any vessel gets toppled / Break down of tugs/ any other marine accidents during transit.
2. In case vessels are held up en-route due to any break-down or accident or Force Majeure situation, the matter shall be intimated to CSL immediately over phone or in person and confirmed in writing thereafter. Meanwhile firm has to arrange alternate Vessel/Tugs for transferring Rig immediately and ensure that the vessel is delivered within the stipulated time

#### **V. General conditions**

1. L1 bidder shall be determined based on the lowest total cost of table A, B and C combined before GST.
2. The contract shall be on a principal to principal basis and it will not create any employer, employee relationship between CSL and the firm or its employees/personnel. This contract shall also not be deemed to create any partnership, joint venture or any association between CSL and the firm.

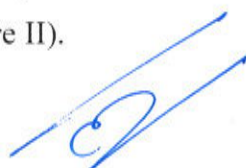




3. The firm should submit a power of attorney as per format placed at annexure V. The proposal must be signed by duly authorized person holding the power of attorney. In case if the proposed is signed by the owner, then power of attorney shall not be applicable.
4. The bidders are expected to familiarize themselves about labour situation, wages and benefits applicable to labourers, working hours etc. prior to quoting. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
5. CSL reserves the right to reject any or all the offers without assigning any reason whatsoever.
6. The rates agreed upon as per quotation remain firm and fixed and will not be changed till conclusion of contract including extended period, if any.
7. During the evaluation of tender AGM (SRP) may at his discretion may ask the bidders for clarification if required in writing. Response for clarification shall be given in writing within the stipulated time frame and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
8. Amendment if any will be notified on CSL/Govt. website. The bidders are requested to keep themselves informed of the development by visiting CSL website [www.cochinshipyard.in](http://www.cochinshipyard.in) and the CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in) regularly. Such amendments shall be binding upon them.

**W. Instruction to bidder for submission of quote:**

1. Tenders are to be submitted in password protected email and should reach CSL on or before the last date and time for submission of tender. Email address for submission of tender is [sroffice@cochinshipyard.in](mailto:sroffice@cochinshipyard.in) with a copy to [julianjose.pj@cochinshipyard.in](mailto:julianjose.pj@cochinshipyard.in) and [sureshbabutc@cochinshipyard.in](mailto:sureshbabutc@cochinshipyard.in). Bidder should make sure that they get an acknowledgement by return mail after submission of tender. CSL shall not be responsible for non receipt of e mail sent by the firm.
2. Bid is to be submitted in two bid system [in two attachments with password protection- Technical bid (attachment A) & Price bid (attachment B).
3. Following documents in respect of technical bid to be included in attachment A.
  - i. Tender document duly signed on all pages (including scope of work, general terms & conditions and annexures).
  - ii. Vendor details (annexure II).



- iii. Copy of un-priced bid format as per annexure III (price bid without prices/numerals).
  - iv. Undertaking (annexure IV).
  - v. Power of attorney, if applicable (annexure V).
  - vi. Indemnity Bond (annexure VI).
  - vii. Integrity pact (annexure VIII).
  - viii. Documents required as per Pre-qualification criteria.
  - ix. GST certificate.
  - x. Other documents if any.
- 4. The firm should submit the all documents sought in the tender as annexures to their offer and should mark the same in Index.
  - 5. Price part of technically acceptable offers only will be considered for opening.
  - 6. Price bid is to be submitted with password protection in a separate file (attachment B – price bid).
  - 7. The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
  - 8. Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
  - 9. Bidders should not be blacklisted /debarred /given tender holiday or its services terminated by any Central. State Govt Dept and /or Central /State PSU for non-performance or deficiency in performance of contracts
  - 10. All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
  - 11. The firm should indicate "quoted"/ "not quoted" against each line item as applicable in the unpriced price format. Any ambiguity may entail rejection of the offer.
  - 12. Tender documents, downloaded from the CSL website/Central Procurement Portal, shall be downloaded in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the Bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by CSL and CSL has the right to reject the offer if required.





13. All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels on deliveries and any other data shall be in English language.

Thanking You,

Yours Sincerely,  
For Cochin Shipyard Ltd

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a diagonal stroke.

Asst. General Manager (SRP)

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of the Bidder/Firm	
2	Registered office Address of Company/Firm	
3	Telephone No./Fax No./Mobile No	
4	E-mail address	
5	Names of the contact person & designation	(i) (ii) (iii)
6	Type of Entity-Proprietorship/Partnership firm/Company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	PAN Card Number ( Self attested copy of PAN card has to be submitted)	
	GST Registration Number ( Self attested copy has to be submitted)	
	EPF Registration No. (Self-attested copy to be submitted). Note: In case firm does not have EPF registration reasons thereof to be indicated in remarks column.	
	ESI Registration No. (Self-attested copy to be submitted). Note: In case firm does not have ESI registration reasons thereof to be indicated in remarks column.	
	Copy of License applicable (Self attested copy to be submitted)	





8	Whether the Agency has been blacklisted/debarred or given tender holiday or contract terminated before expiry of the contract period by any 'govt./autonomous bodies/ organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (please tick as applicable) If yes, please furnish details on a separate sheet
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- Certified that the above information is true to the best of our belief and information.

Signature of firm or authorised personnel:

Name of authorised personnel

Designation:

Address:



**RATE FORMAT****Table A – Towing of JUR Sagar Kiran**

Sl. No	Description	Lumpsum cost (Rs.) (before GST)	Amount in words	GST%
1	Shifting of JUR Sagar Kiran from BFL (Mumbai) to Cochin Shipyard Limited, Kochi by towing through sea as per scope of work			

**Table B - Marine Warranty Surveyor**

Sl. No	Description	Lumpsum cost (Rs.) (before GST)	Amount in words	GST%
1	Marine Warranty Surveyor Fees and related service charges for towing arrangement			

**Table C - Insurance**

Sl. No	Description	Lumpsum cost (Rs.) (before GST)	Amount in words	GST%
1	Cost of entire insurance			

**Total cost**

Sl. No	Description	Lumpsum cost (Rs.) (before GST)	Amount in words	GST %
1	<b>Total cost of table A, B &amp; C</b>			

Note:

- L1 bidder shall be determined based on the lowest total cost of table A, B and C combined before GST.
- Quoting for all tables (A, B & C) is mandatory.

Signature of authorised personnel:

Name of firm or authorised signatory:

Designation:





**UNDERTAKING**

I, Shri ..... in my capacity as Managing Partner/Chairman & Managing Director/Proprietor of M/s ..... do hereby give an undertaking that we shall not subcontract the work or part of work to any other agency if awarded the contract by CSL.

Signature of firm or authorised personnel:

Name of authorised personnel

Designation:

Address:

Contact No:



**POWER OF ATTORNEY****TO WHOMSOEVER IT MAY CONCERN**

To know all men by these presents that, I, \_\_\_\_\_, holding the post of \_\_\_\_\_ and competent authority of \_\_\_\_\_ do hereby constitute, appoint, authorise and nominate Mr. .... (Name of the Person(s), domiciled at ..... (Address), acting as.....(Designation and name of the company), and whose signature is attested below, as the lawful attorney to do all such acts, deeds and things necessary to the application in connection or incidental with tender No: CSL/SRP/290/2025 dated 01.08.2025, floated by Cochin Shipyard Limited including signing and submission of all the documents and providing necessary information/response to Cochin Shipyard Limited and also to bid, negotiate and also to execute the contract, in case if the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the \_\_\_\_\_ and Cochin Shipyard Limited, if tender is awarded to \_\_\_\_\_, whichever is applicable.

We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of

(Attested signature of Mr. ....)

For.....

(Name & designation of the member of the Bidder)





**INDEMNITY BOND**

This Indemnity Bond is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2025, by: \_\_\_\_\_, a company incorporated under the Companies Act, \_\_\_\_\_, having its registered office at [Address], (hereinafter referred to as the “Indemnifier”, which expression shall, unless otherwise repugnant to the context shall mean and include all its successors, legal representatives and permitted assigns);

**IN FAVOUR OF:**

Cochin Shipyard Limited, a Government of India Enterprise under the Ministry of Ports, Shipping and Waterways, incorporated as a company under the Companies Act, 1956, and having its registered office at Administrative Building, Shipyard Campus, Perumanoor (PO), (hereinafter referred to as the “CSL”, which expression shall, unless otherwise repugnant to the context shall mean and include all its successors, legal representatives and permitted assigns).

**WHEREAS:**

- a. CSL has floated a tender vide Tender No. CSL/SRP/290/2025 dated 01.08.2025 for Towing of JUR Sagar Kiran from Mumbai to Kochi via sea.
- b. The Indemnifier has emerged as the L1 bidder in the said tender process and has been awarded the contract to carry out the said transportation.
- c. As a condition precedent to the execution of the contract, the CSL has required the Indemnifier to furnish an Indemnity Bond against any loss, damage, or liability that may be suffered by JUR Sagar Kiran or incurred by CSL in relation to the towing of JUR Sagar Kiran during the course of transportation.

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

1. The Indemnifier hereby irrevocably agrees and undertakes to indemnify and keep indemnified the CSL against all losses, damages, liabilities, claims, costs (including legal expenses), charges, or proceedings whatsoever that may arise or be incurred by the CSL in connection with or as a result of:
  - a. Loss or damage to JUR Sagar Kiran during handling, loading, transit, unloading, or storage while in the custody of the Indemnifier;
  - b. Any negligence, misconduct, omission, or breach of the terms and conditions of the transportation contract by the Indemnifier or its agents/subcontractors;



- c. Any non-compliance with insurance liability, applicable laws, rules, regulations, or port/transport authority directives in connection with the transportation.
2. The liability of the Indemnifier under this Bond shall be absolute and continuing and shall not be affected or discharged by any variation, alteration, or modification in the terms of the contract between the CSL and the Indemnifier.
3. This Bond shall remain in full force and effect until the safe and successful delivery of the goods to the consignee at Kochi and written confirmation thereof by CSL.
4. This Indemnity Bond shall be governed by and construed in accordance with the laws of India, and the courts at Ernakulam shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Indemnifier has executed this Indemnity Bond on the day, month and year first above written.

**Indemnifier**

**Witnesses:**

- 1.
- 2.





**Pre-bid Questionnaire Format**

<i>Sl</i>	<i>Reference Clause</i>	<i>Page no.</i>	<i>Description</i>	<i>Bidder's Query</i>

(Authorized Signature &amp; Seal of Bidder)



**PRE-CONTRACT INTEGRITY PACT****COCHIN SHIPYARD LIMITED****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of ....., between Cochin Shipyard Ltd (CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the "PRINCIPAL") of the First part and M/s..... (hereinafter called the "BIDDER/Seller") of the second part.

WHEREAS the PRINCIPAL proposes to procure ..... 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 PRINCIPAL is a Government of India Enterprise.

**NOW, THEREFORE,**

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

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition 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 PRINCIPAL 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 PRINCIPAL**

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 The officials of the PRINCIPAL 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 PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL 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 PRINCIPAL the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

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:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL 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 of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items 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 PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.





- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

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

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft of Pay Order in favor of CSL.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.





5.3 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 PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL 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 PRINCIPAL and the PRINCIPAL 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 PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above 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% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL 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 PRINCIPAL, 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 PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL 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 the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
- (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 PRINCIPAL with the BIDDER, the same shall not be opened.



- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items 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 sub systems/items 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 PRINCIPAL, if the contract has already been concluded.

8. **Independent Monitor**

- 8.1 The PRINCIPAL has appointed Independent Monitor (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

(Details and address, contact information of IEM (s))

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The PRINCIPAL 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, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or





intimation to him by the PRINCIPAL /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 PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10. **Law and Place of Jurisdiction**

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

10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

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 extent law in force relating to any civil or criminal proceedings.

12. **Validity**

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

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

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

For & on behalf of PRINCIPAL  
Cochin Shipyard Limited  
(Office Seal)

For & on behalf of BIDDER  
(Office Seal)

Witness

Witness

1.....

1.....

2.....

2.....

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

