

## **TENDER NOTICE**

CSL/MAT/CSH/259/25-26

10<sup>th</sup> April 2025

CSL Contact Person: -

Aiswarya U  
Project Officer (Materials Department)  
Phone No : 0484 2501243  
e-mail : aiswarya.u@cochinshipyard.in

Subject:-	<b>SUPPLY OF PORTABLE GAS CUTTING AND WELDING EQUIPMENT FOR CSOV BY151-152</b>
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Dear Sir,

Sealed tenders are invited for supply of Gas cutting and welding equipment for CSOV (BY 151-152). The Bidder shall read and imbibe the Annexure 'A' Purchase technical specification, general terms and conditions in full. Submission of offer shall be only after full understanding of the tender requirements.

### **1. Mode of submission of offers**

- a) Offers should be submitted in TWO separate sealed covers as mentioned below:-
  - i) Part-I "Techno-Commercial Offer"
  - ii) Part-II "Price offer"
  - Each cover shall super scribe the Tender enquiry title, Cover content description as above, the tender number (CSL/MAT/CSH/259/25-26 dated 10<sup>th</sup> April 2025), due date and name & address of the bidders.
  - Tenders are to be addressed to The Deputy General manager (Materials), Materials Department, Cochin Shipyard Limited, Cochin, and are to be deposited in the tender box at Materials Department, Cochin Shipyard Limited., Cochin.
  - Tender documents over email are also acceptable. However, the bidders shall ensure that the files are attached as mentioned below:-
    - a) Document 1 – Techno-Commercial bid (Purchase technical specification, Price bid without Price and General Terms & Conditions - PDF).
    - b) Document 2 - Price Bid (Password protected PDF)
- b) Following to be noted/complied/submitted with regard to the tender in addition to general tender requirements.
  - i. Duly filled and signed General Terms & Conditions as per Annexure 'B' along with declarations mentioned therein, duly filled and signed.

- ii. Unpriced bid (Price bid with prices blanked out) as perform at Annexure 'C' shall be submitted along with the techno-commercial cover.
- iii. Duly filled and signed Bank Guarantee format as per Annexure 'E'.
- iv. Duly filled and signed Pre-Contract Integrity pact as per Annexure 'F'

2. Offers received without Price format (unpriced format), Filled General Terms & Conditions and Pre-Contract Integrity Pact duly filled and signed as stipulated will not be considered for the further process of tender. Submission of offer shall be only after full understanding of the tender requirements and no request for change in scope/ terms and conditions shall be admitted post finalization of the bid. Offers received without complying the prequalification criteria will be summarily rejected without any further communication from CSL side.

3. Cardinal dates of the tender are as below:

Last date of submission of offers : **07<sup>th</sup> May 2025 at 15:00 Hrs**  
(Techno commercial bid and Price bid shall be submitted)

Tender opening date and time : **07<sup>th</sup> May 2025 at 15:30 Hrs**

**Only Part I bids "Techno-commercial cover" will be opened on scheduled tender opening date and time.**

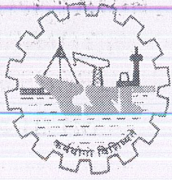
4. Price bid (Part II) opening shall be intimated to techno-commercially acceptable bidders and authorized representative of techno-commercially accepted bidders who wish to be present shall be allowed.
5. The bidder shall be familiar with the various rules and regulations, provisions and requirements (including tax related, import related etc.) in India.
6. Contact person for any queries related to the tender.

**Ms. Aiswarya U**  
**Project Officer (Materials Department)**  
**Phone No: 0484 2501243**  
**Mobile: 7356604944**  
**e-mail: aiswarya.u@cochinshipyard.in**

7. List of Annexures:-

Annexure A – Purchase Technical Specification.  
Annexure B – General Terms & Conditions  
Annexure C – Price Bid Format  
Annexure D – Bank Guarantee Format  
Annexure E - Pre-Contract Integrity Pact

For Deputy General Manager (Materials)  
Cochin Shipyard Limited

**COCHIN SHIPYARD LTD**

(A GOVERNMENT OF INDIA ENTERPRISE)

COCHIN - 682 015

INDIA

**WINDFARM  
SERVICE  
VESSEL****YARD No. -  
BY 151-152**

PROJECT

BY 151-152

SPEC NO

N31510200441001

PAGE. No.

1/5

This document contains 5 pages


Class: DNV

Rev 1

**COCHIN SHIPYARD LIMITED**

COCHIN - 682 015

YARD NO	BY151-BY152	<b>Windfarm Service Vessel UT-Design type UT5520 MH</b>
OWNER	PELAGIC WIND SERVICES	<b>PURCHASE TECHNICAL SPECIFICATION FOR PORTABLE GAS CUTTING AND WELDING EQUIPMENT</b>
APPROVED	REJU MOHAN P. [Signature]	
PREPARED	ROHITH KUMAR S. [Signature]	
DATE	06-03-2025	SPECIFICATION NUMBER - N31510200441001

	<b>COCHIN SHIPYARD LTD</b> (A GOVERNMENT OF INDIA ENTERPRISE)  <i>COCHIN -682 015</i> <i>INDIA</i>	<b>WINDFARM SERVICE VESSEL</b>	PROJECT	BY 151-152
			SPEC NO	N31510200441001
		<b>YARD No. – BY 151-152</b>	PAGE. No.	2/5

## PART- 1 TECHNICAL SPECIFICATION

### 1.OVERVIEW OF REQUIREMENT

Firm shall supply One (1) portable gas cutting and welding system except oxygen and acetylene cylinders. The portable gas cutting and welding system consists of Oxygen - Acetylene cylinders with Ox/Ac regulators, flashback arrestors , One (1) welding and cutting equipment-set and two (2) x 50 m approved hose for oxygen and acetylene cylinders mounted on a portable trolley. The Oxygen cylinder 40 L (1 no) and acetylene cylinder 40 L (1 no) will be in yard's scope of supply.

Requirement of 1 set per ship . Total requirement is 2 sets ( BY151 and BY152).

**Type of vessel :** Commissioning Service Operation Vessel – UT5520MH

The vessel shall be designed and built as a windfarm service vessel of Kongsberg UT-Design type 5520 MH . The vessel will be arranged as a methanol based dual fuel electric hybrid vessel

### 2 . SCOPE OF SUPPLY AND TECHNICAL PARTICULARS

Firm shall supply One (1) portable gas cutting and welding system except oxygen and acetylene cylinders. The portable gas cutting and welding system consists of Oxygen - Acetylene cylinders with Ox/Ac regulators, flashback arrestors , One (1) welding and cutting equipment-set and two (2) x 50 m approved hose for oxygen and acetylene cylinders mounted on a portable trolley. The Oxygen cylinder 40 L (1 no) and acetylene cylinder 40 L (1 no) will be in yard's scope of supply.

Requirement of 1 set per ship. Total requirement is 2 sets(BY151 and BY152).

Firm has to suitably supply the Non Return valves, Shut Off valves, regulators with safety valves required as per the maker design to meet the intended operation of the provided system. Any fittings/couplings accessories required to connect the Trolley with gas cylinder to be delivered by the firm ( couplings for connecting with valve outlet of the cylinders and other accessories like clamps , fasteners , supports for the fixing the cylinders in the trolley).

Yard scope of supply


Cylinder details : -

Standard marine cylinders (one (1) acetylene and one (1) oxygen bottle)

- Minimum water capacity: 40L
- Dimensions: Diameter (outer) must be 230 mm and height (without cap) shall not exceed 1330 mm
- Filling pressure: 150 bar at 15 deg C
- Cylinder valve outlet with hand wheel, which shall be connected with the high pressure hose provided by firm .

Flexible hoses used to connect oxygen or acetylene gas cylinders to the cutting and welding torch is to comply with an acceptable standard and be suitable for the intended pressure and service. The trolley is to be specially designed for on board use and lightweight construction of steel pipes and fully galvanized for corrosion protection. The trolley takes 2 number 40 L cylinders, which is to be firmly secured in the trolley . As the weight of two full gas cylinders is significantly high, the trolley has to be fitted with suitable rubber wheels for easy mobility. For transport by crane , the trolley is fitted with a lifting bow.

Gas welding & cutting equipment with all the required accessories shall be delivered. Twin hose (for oxygen & acetylene) of 50m length shall be delivered to suit the system. Gas cylinders (40L) for oxygen & acetylene is in yard scope of supply.

	<b>COCHIN SHIPYARD LTD</b> <small>(A GOVERNMENT OF INDIA ENTERPRISE)</small>  <i>COCHIN -682 015</i> <i>INDIA</i>	<b>WINDFARM SERVICE VESSEL</b>	PROJECT	BY 151-152
			SPEC NO	N31510200441001
		<b>YARD No. – BY 151-152</b>	PAGE. No.	3/5

Notwithstanding any omission in this specification, all items/ features required as per class rules/ statutory regulations, safe working and good ship building practice shall be included in the scope of this tender.

### **3.TECHNICAL DOCUMENTATION REQUIREMENTS**

The documents shall be in English and in Metric system and the following documents shall be submitted, as applicable.

#### **3.1.Technical documentation to be submitted along with the offer (3 sets hard copies and one set soft copy)**

- Detailed drawing with dimensions of offered item.
- Detailed bill of materials of items offered.
- Compliance Matrix as per Clause 4 clearly indicating deviations, if any also.
- List of spares/ tools as required.
- List of items, if any, not covered in your scope of supply.
- Manufacturers certificate for equipment Supplied .

#### **3.2.Documents / Certificates to be submitted along with the supply of the item (7 sets hard copies + 1 set soft copy (in CD), unless otherwise mentioned)**

- Manufacturer's Test & inspection certificates of supplied items , approved by relevant authority for onboard usage
- User manuals: User manual must contain all required user information for installation, first start up, operation, maintenance and preservation. All required drawings, diagrams and certificates should be included. The manuals shall be in English language.
- Details/ certificate for preparing the IHM documentation shall provided by the vendor [Note : Duly filled SDoC and MD shall be provided by Supplier as attached in the Annexure 1]

### **4 COMPLIANCE MATRIX**

A compliance matrix in the following format shall be submitted by the supplier along with the offer. Deviations, if any, from the Technical specification shall be specifically indicated.

Technical specification Para reference	Offer Para reference	Compliance	Remarks if any

### **Appendix – List of Annexures**

SL.No	Annexures	Page No
1	IHM and SDoC format	4-5

# ANNEXURE 1- IHM FORMAT

This Annexure contains 2 pages

## MATERIAL DECLARATION (MD)

### <Date of declaration>

Date	
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### <MD identification number>

MD ID-No.	
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### <Other information>

Remark 1	
Remark 2	
Remark 3	

### <Supplier (respondent) information>

Company name	
Division name	
Address	
Contact person	
Telephone number	
Fax number	
Email address	
SDoC ID number	

### <Product information>

Product name	Product number	Delivered unit		Product information
		Amount	Unit	

### <Materials information>

This materials information shows the amount of hazardous materials contained in

Unit
1

(Unit: kg, m, m<sup>2</sup>, m<sup>3</sup>, piece, etc.) of the product

Table	Material name		Threshold value	Present above threshold value?	If yes, material mass		If yes, information on where it is used
				Yes / No	Mass	Unit	
Table A** (materials listed in appendix 1 of the Convention)	Asbestos	Asbestos	0.1% *				
	Polychlorinated biphenyls (PCBs)	Polychlorinated biphenyls (PCBs)	50 mg/kg				
	Ozone Depleting Substance (ODS)	Chlorofluorocarbons (CFCs)	No threshold value				
		Halons					
		Other fully halogenated CFCs					
		Carbon tetrachloride					
		1, 1, 1-Trichloroethane					
		Hydrochlorofluorocarbons					
		Hydrobromofluorocarbons					
		Methyl bromide					
		Bromochloromethane					
	Anti-fouling systems containing organotin compounds as a biocide	e.g. Tributyltin (TBT)	2500 mg total tin/kg				
		e.g. Triphenyl tins (TPTs)					
		e.g. Tributyltin oxide (TBTO)					

\* In accordance with regulation 4 of the Convention, for all ships, new installation of materials which contain asbestos shall be prohibited. According to the UN recommendation "Globally Harmonized System of Classification and labelling of Chemicals (GHS)" adopted by the United Nations Economic and Social Council's Sub-Committee of Experts on the Globally Harmonized System of Classification and labelling of Chemicals (UNSCGHS), the UN's Sub-Committee of Experts, in 2002 (published in 2003), carcinogenic mixtures classified as Category 1A (including asbestos mixtures) under the GHS are required to be labelled as carcinogenic if the ratio is more than 0.1%. However, if 1% is applied, this threshold value should be recorded in the Inventory and, if available, the Material Declaration and can be applied not later than five years after the entry into force of the Convention. The threshold value of 0.1% need not be retroactively applied to those Inventories and Material Declarations.

Table	Material name		Threshold value	Present above threshold value?	If yes, material mass		If yes, information on where it is used
				Yes / No	Mass	Unit	
Table B** (materials listed in appendix 2 of the Convention)	Cadmium and cadmium compounds		100 mg/kg				
	Hexavalent chromium and hexavalent chromium compounds		1000 mg/kg				
	Lead and lead compounds		1000 mg/kg				
	Mercury and mercury compounds		1000 mg/kg				
	Polybrominated biphenyl (PBBs)		50 mg/kg				
	Polybrominated diphenyl ethers (PBDEs)		1000 mg/kg				
	Polychloronaphthalenes (Cl >=3)		50 mg/kg				
	Radioactive substances		No threshold value				
	Certain shortchain chlorinated paraffins		1%				

\*\* Hong Kong International Convention 2009 SR/CONF/45 - IMO Guidelines Resolution MEPC 269(68).

EU ***	Perfluorooctane sulfonic acid(PFOS)	10 mg/kg (0.001% by weight)****				
	Brominated flame retardant (HBCDD)	100 mg/kg (0.01% by weight)				

\*\*\*Additional materials to be listed, in accordance with Annex I and Annex II of the European Union Ship Recycling Regulation No 1257/2013.

\*\*\*\* Concentrations of PFOS above 10 mg/kg (0.001% by weight) when it occurs in substances or in preparations or concentrations of PFOS in semi-finished products or articles, or parts thereof equal to or above than 0.1% by weight calculated with reference to the mass of structurally or micro-structurally distinct parts that contain PFOS or for textiles or other coated materials, if the amount of PFOS is equal to or above than 1ug/m2 of the coated material.

.....  
(Date, Signature, Company Stamp)

## Supplier's Declaration of Conformity for Material Declaration management

1) SDoC ID number : \_\_\_\_\_

2) Issuer's name: \_\_\_\_\_

Issuer's address: \_\_\_\_\_

3) Object(s) of the declaration: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4) The object(s) of the declaration described above is in conformity with the following documents :

5)

Document no.:	Title:	Edition:	Date of issue:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6) Additional information : \_\_\_\_\_

\_\_\_\_\_

7) Signed for and on behalf of : \_\_\_\_\_

\_\_\_\_\_

(Place of issue)

\_\_\_\_\_

(Date of issue)

\_\_\_\_\_

(Name, function)

\_\_\_\_\_

(Signature)

## GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. CSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. <del>In the case of E tender offers shall be submitted only through CSL E-procurement portal.</del> Incomplete/ ambiguous/ conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause5), should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non receipt of the document may lead to rejection of offers. <del>In the case of E tender filling up of GTC check list in the portal itself is sufficient.</del>	
4	Certificates as per clause 3 of Purchase Technical Specification should be submitted	
5	<b>SPECIFICATIONS:-</b> a) Manufacturers name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. Spare/Tool required as per PTS to be included in scope along with cost	
	b) Materials supplied shall be new and unused and shall conform to CSL Specifications and drawings.	
	c) Samples are to be supplied free of cost as applicable as per PTS / in the event of requirement by CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
6	<b>Packaging:-</b> a) Material to be wrapped with protective covers like VCI/ Environmental friendly Polythene (as per Govt. of India guidelines)/ Tarpauline. b) To the extent possible, material needs to be packed in standard pallet/ box size of 1 X 1 meter. c) If multiple components needed to be accommodated in the boxes, separator to be provided inside. d) Packaging should withstand at least 2 Years life without degradation e) Material should be with proper preservation for the prevention of rust, Transit damage etc. f) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley. g) Proper Identification details should be provided on each box. The below details are required as minimum: Purchase Order Number, Material code, Description, Quantity, Supplier details, Tag Numbers & Serial number list (for applicable parts), Batch details, Shelf life.	

	<p>h) Packing to be done in such a way to enable adequate preservation for long period, with no transit damage, easy to identify and count.</p> <p>i) Asbestos should not be part of any material / packing material supplied to CSL.</p> <p>j) Transporters' Vehicles are to have all statutory documentation including valid PUC certificate.</p> <p>k) OBS and Operations &amp; Maintenance manuals/ Documents, if applicable should be provided in a separate Box</p>	
7	<p><b>COMMISSIONING:-</b></p> <p>a) <del>Scope and cost of offer also to include availability of competent service engineer for a period as required by CSL for commissioning / test and for official trials</del></p> <p>b) <del>Cost considered including travel tickets, lodging and local transport costs.</del></p> <p>c) <del>Additional man-day rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man-days.</del></p> <p>d) <del>Applicable taxes in India shall be borne by the Supplier (As per Income tax act, 1961 for Indian suppliers and Income Tax Act, 1961 and DTAA agreements in the case of foreign vendors).</del></p> <p>e) <del>Income tax liability of nonresident service engineer based on his period of stay in India shall not be borne by CSL</del></p> <p>f) <del>In all cases, the non-resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable CSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by CSL in this regard</del></p> <p><del>(i) Certificate under 10 (F)</del></p> <p><del>(ii) Tax residency certificate</del></p> <p><del>(iii) The certification regarding the existence/nonexistence of business connection or permanent establishment in India.</del></p> <p><del>(The above is only an indicative list)</del></p> <p><del>Note Filing of Form 10F is to be done on line which is mandatorily required to be complied with for availing DTAA benefit</del></p>	
8	<p><b>Work inside CSL</b></p> <p>(a) <del>The suppliers and its representatives / sub-contractors Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with all procedures and policies provided by CSL, including CSL's, environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities.</del></p> <p>(b) <del>Vendor is solely responsible for the safety of its personnel inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic challan remittance copy of ESI &amp; EPF details of their employees and employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in CSL like safe usage of tools &amp; tackles, electrical safety guidelines, gas management system etc. Scrap management system &amp; disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.</del></p> <p>(c) <del>Service provider will have to abide by the various laws &amp; regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable. In case employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI &amp; EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently</del></p>	

	<p>covered under above noted regulations. The certificate of compliance from Contractor as per attached format shall also be filled and submitted along with submission of bills for payment. Bills without duly certified "certificate of compliance from Contractor" shall not be passed for payment.</p> <p>(d) For determining EPF/ESI liability, the necessary format to be duly filled and submitted to our welfare department before commencement of work &amp; before 5th of every month. In case supplier / service provider employees are already covered under EPF/ ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI &amp; EPF</p> <p>(e) The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL</p> <p>(f) Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses</p> <p>(g) Vendor shall return the CSL resources to CSL immediately after provision all deliverables and services or any termination of the agreement.</p> <p>(h) Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems</p>	
9	<p><b>Taxes and Duties:</b></p> <p>a) Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).</p> <p>b) The bidder, unless specified otherwise in the offer, shall bear all tax liabilities (including interest and penalty), duties, Govt. Levies etc. including GST, Excise Duty, Customs Duty, Corporate and personnel taxes levied or imposed on the Bidder on account or payments received by it from CSL for the work done under this contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time</p>	
11	<p><b>Goods &amp; Service Tax</b></p> <p>(a) Please note the CSL GST registered number as 32AAACC6905B1ZD. GST registration is prerequisite for entering into the business with CSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection.</p> <p>(b) Indicate the applicable rate of GST for services in line with GoI published rate scheduled for services along with SAC.</p> <p>(c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note.</p> <p>(d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.</p>	
12	<p><b>Input Tax Credit:</b></p> <p>(a) Bidders shall ensure timely delivery of services and submit the tax invoices to CSL as per the GST law. In case, GST input tax credit is delayed / denied to CSL due to non / delayed receipt of services and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or owing to the bidder not paying the taxes to the Government within prescribed time as per the law or any other reasons not attributable to CSL and solely attributable to the bidder, the GST amount charged to CSL, shall be recoverable from the</p>	

	<p>bidder along with interest levied / liveable and any other penalties on CSL and the vendor shall indemnify against all costs to CSL, and consequences there from.</p> <p>(b) In case bidder delays declaring particulars in respect of any invoice in the GST return required to be filed by such bidder, and GST credit availed by CSL is denied or reversed subsequently as per GST law, GST amount paid by CSL towards such ITC reversal as per GST law shall be recoverable from vendor / bidder along with interest levied / leviable on CSL and any other penalties on CSL and the bidder shall hold CSL indemnified against all cost and consequences there form.</p> <p>(c) Bidders shall submit the invoices as per the provisions of GST law. The bidders invoice shall contain the HSN code / SAC and GSTIN number of the bidder and CSL as well along with other particulars. The GST charged (IGST / CGST + SGST / UTGST) shall be clearly indicated in the invoice.</p> <p>(d) In case any credit, refund or other benefit is denied or delayed to CSL due to any non-compliance of GST legislation such as failure to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder or service provider, the bidder or service provider would reimburse the loss to CSL or CSL may recover the same, but not limited to, the tax loss, interest and penalty. The Bidders should submit the copy of Latest GST Return filed statement/ form in GSTR-3B</p>	
13	<p><b>MSEs, Startups and Make in India</b></p> <p>a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (<a href="http://www.cochinshipyard.com">www.cochinshipyard.com</a>) under the Tenders tab for further reference.</p> <p>Purchase Preference for MSEs</p> <p>(a) Participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value.</p> <p>(b) The 25 (twenty five) per cent quantity will be distributed proportionately among bidders, in case there are more than one MSEs within such price band.</p> <p>(c) In case of non-divisible supply, the above MSE will be offered option to supply the entire quantity, subject to meeting L1 price.</p> <p>(d) For availing the above, the MSE firm is to meet the following requirement:-</p> <p>(i) In case of proprietary MSE, proprietor(s) shall be SC /ST;</p> <p>(ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;</p> <p>(iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.</p> <p>(iv) If subcontract is given to MSEs, it will be considered as procurement from MSEs.</p> <p>(v) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.</p>	
14	<p>Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.). Please note, required delivery date at <b>CSL for BY 151-152 02.06.2025</b></p>	
15	<p><b>SHIPMENT</b></p> <p>a. Supplier shall intimate CSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.</p> <p><del>b. A minimum 14 days free detention period is to be granted for clearance of the goods at Cochin seaport, as applicable for full containers.</del></p>	

16	<p><b>PAYMENT TERMS:</b></p> <p>For Goods:</p> <p>CSL payment term is 100 percent within 45 days of receipt at CSL, subject to quality clearance.</p>	
	<p><del>In certain cases the terms may be varied as enumerated below:-</del></p> <p><del>a) When assistance of the supplier is required for commissioning, payment shall be 90 percent within 45 days of receipt at CSL, subject to quality clearance and balance 10 percent on completion of commissioning. It may be borne in mind that the last date of commissioning may be reasonable (arrived at in consultation with indenter) so as to not leave the same open ended. Also, when no commissioning by the supplier is envisaged, this 10 percent need not be retained.</del></p> <p><del>(b) For turnkey contracts, such as accommodation package, electrical turnkey supply and installation contracts etc payments may be made on staggered basis, based on release POs. However, a payment plan based on delivery schedule should be finalised with the supplier /contractor prior to / immediately after conclusion of the contract.</del></p> <p><del>(c) For large capital acquisitions as also for major equipment procurement for ship building /repairs, stage payments may be fixed at the time of commercial evaluation, based on offer from the supplier /contractor. The same shall be used to determine L1. For all stages for which there is no tangible deliverable, payments shall be secured with bank guarantees of equal amount.</del></p> <p><del>d) In the case of services, stage payments may be defined based on duration or mile stones.</del></p>	
	<p>e) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/ CAD/ TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. Bank charges (including LC charges, if any) inside India will be to CSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.</p>	
	<p>f) Normally advance payments are not encouraged. However whenever the payment of advance is considered unavoidable, the same may be allowed as stated below against a bank guarantee of equal amount with sufficient validity period {ie: Till the completion of supplies or for period specifically agreed + 90 days}. Generally, advance should be interest bearing (at the base rate of SBI applicable on the date of price bid opening + 1%, applicable on the amount of advance). Variations in payment terms, if any, among bidders these shall be normalized /loaded by adopting the aforesaid interest rate for tender comparison purpose for arriving at L1 bidder. However in case where payment of Interest charges is agreed by the bidder, aforesaid loading is not required. The quantum of advance should normally not be more than 15% of the value of the order/contract. In exceptional cases, advances above 15% shall be approved by competent authority</p>	
	<p>g) Payments made with reference to identified milestones/ stages attained and progressive payments made with reference to physical progress are not to be construed as advances. However, they are to be covered by bank guarantees for equivalent amounts, if there are no deliverables</p>	
	<p>h) For fabrication contract/Turnkey contracts, advance amount not exceeding 30 % in case of private firms and 40 % in case of Central/State/PSU, can be granted without interest and special approval from the competent authority</p>	
	<p>i) For deviation in Payments terms from CSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p>	
	<p>j) Part payment shall be considered only if specifically agreed against partial supplies.</p>	

17	<p><b>Security Deposit/ Warrantee Bank Guarantee:</b></p> <p>a.i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per CSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) &amp; Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</p> <p>a.iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later upgraded (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days (if applicable as per (b) above. Fixed Deposit Receipt (for equivalent amount of Security Deposit / WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Cochin Shipyard Limited, Kochi.</p>	
	<p>a.iv) The above SD/ WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.</p>	
	<p>b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per CSL general terms and conditions of enquiry, CSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.</p> <p>However in cases where total quoted value is less than 20 lakhs,(ie split order etc) and the order value of entire tendered items is more than Rs 20 lakhs , the aforesaid loading will be applied on individual items in following cases.</p> <ul style="list-style-type: none"> <li>• The bidder has not quoted for entire tendered quantity</li> <li>• CSL has technically / commercially rejected a few items in the tender</li> </ul>	
	c) SD to be submitted within 2 weeks of receipt of order from yard.	
	d) Format of bank guarantee along with enquiry to be agreed, in general	
	e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to CSL designated bank (for overseas bidders)	
18	<p><b><del>Earnest Money Deposit (EMD):</del></b></p> <p><del>(a) Rs _____ to be submitted through Demand Draft / Bank Guarantee as per CSL standard format. Copy of EMD shall be submitted along with Part I Techno-Commercial Bid and EMD shall be delivered to Tender inviting authority.</del></p> <p><del>(b) Firms having valid CSL registration for similar works with a financial limit equal to or more than the cost of the work are exempted from payment of EMD. All such firms who intend to avail EMD exemption shall invariably enclose a copy of their valid CSL registration certificate along with Techno-Commercial bid.</del></p> <p><del>(c) No pending bill adjustments towards EMD amount are permitted.</del></p> <p><del>(d) The EMD amounts of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG. Firms having valid SSI/NSIC/MSME registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption. Forfeiture of EMD:</del></p> <p><del>The EMD shall be forfeited by bidder in the following events.</del></p>	

	<p><del>(a) If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder.</del></p> <p><del>(b) If Bid is varied or modified in a manner not acceptable to CSL during the validity period or any extension of the validity duly agreed by the Bidder.</del></p> <p><del>(c) If it is established that bidder has submitted forged documents / certificates information towards fulfilment of any of the tender / contract conditions.</del></p>	
19	<p><b>Vendors on Tender Holiday / Blacklisted Vendors</b></p> <p>(a) The bidder should give self-certification that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central &amp; State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tender by the bidder. The bidder has to submit self certification for the same along with the techno-commercial offer.</p> <p>(b) CSL reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated/cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of CSL.</p>	
	<p>a) No contract of any kind whatsoever shall be placed to debarred firm including allied firms after the issue of a debarment order by the Ministry/Department.</p> <p>b) Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date on contract.</p> <p>(c) In case, any debarred firm has submitted the bid, the same shall be ignored.</p> <p>(d) The debarment shall be automatically extended to all its allied firms.</p> <p>(e) In case of JV/consortium is debarred all partners will also stand debarred for the period specified in the debarment order.</p>	
20	<p>If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, CSL shall have the following rights.</p>	
	a. To cancel the order partially or fully with 15 days notice and to forfeit the security deposit, if any.	
	b. To impose tender holiday for the vendor for an appropriate period as decided by CSL	
	<p><b>c. Risk Purchase</b></p> <p>To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.</p>	
21	<p><b>Liquidated Damage:</b></p> <p>In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to CSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further, GST will be applicable upon LD and the same also will be deducted along with LD. However LD applicability is without prejudice to CSL right to terminate contract for delayed delivery or other actions as per clause 20</p>	

22	<p><b>Guarantee</b></p> <p>a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period from delivery of items until 12 months from the date of delivery of the ship to Owners OR 24 months from delivery of items to Yard, whichever is earlier. Should such damage/ failure occurs within the Guarantee period, the Supplier should immediately rectify the failure by repair/ replacement of any such part found to be under performing/ defective, at his own expenses.</p>	
	<p>b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.</p>	
23	<p><b>Jurisdiction:</b></p> <p>All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Cochin, India. Alternate dispute resolution mechanism can also be considered.</p>	
24	<p><b>Arbitration</b></p> <p>(a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the CSL Grievance Redressal. Cell as per relevant clause of the Contract.</p> <p>(b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.</p> <p>(c) Seat &amp; Venue of Arbitration: The seat &amp; venue of arbitration shall be at Cochin.</p> <p>(d) Lanuage of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law.</p> <p>(e) In case of disputes, the same will be subjected to the jurisdiction of courts at Cochin, Kerala</p>	
25	<p><b>Force Majeure condition:</b></p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.</p>	
26	<p><b>Indian Agent:</b></p> <p>a) Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.</p>	

	b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to CSL shall be furnished.	
	c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.	
	d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.	
	e) Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/ changing/ amending the data/ conditions already submitted with the tender	
27	<b>PRICING:</b> a. <b>Indian bidders should quote prices for delivery of materials at FOR CSL stores basis</b>	
	<b>b. Prices should be valid for acceptance for a period of four months from the date of tender opening.</b>	
	c. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
	d. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	
	e. Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.	
	f. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the CSL, the tender is liable to be rejected and the same shall be intimated.	
	g. After submission of quotation/price offer no unsolicited correspondence will be entertained.	

	h. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.	
	i. In the case of part quantity order, the quoted freight charges applicable for the entire quantity as per enquiry shall be apportioned and allocated.	
	j. <b>L1 shall be determined based on the Overall cost of items tendered.</b>	
28	<p><b>Integrity Pact:</b></p> <p>a) As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p> <p>b) For offers less than the threshold value of INR 100.00 lakh, Code of Integrity in Public Procurement (CIPP) and Code of Conduct for suppliers is to be signed and submitted along with the offer.</p>	
29	<p><b>Grievance Redressal Committee:</b></p> <p>As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.</p> <p>a) Smt. Anjana K R, GM (Design)</p> <p>b) Mr. Shibu John, DGM i/c (Finance)</p> <p>c) Smt. Bindu Krishna, AGM (Legal)</p>	
30	<p><b>SUB CONTRACTING AND ASSIGNMENT</b></p> <p>Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of CSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.</p>	
31	<p><b>General:</b></p> <p>a. Prior to price bid opening, CSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender.</p>	
	b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.	
	c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. In case of E-Tender, suppliers shall not depute their representative to CSL. However techno-commercially qualified supplier can view the price details in CSL E-procurement portal after opening the price-bid	
32	<p><b>SUPPLY:</b> - a) CSL reserve the right to inspect the goods after receipt at CSL store / prior to dispatch (by CSL or CSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at CSL store. The customs clearance charges of above shall be to supplier account.</p>	

	b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	
	c) In case CSL deputed its personnel / Third Party Inspectors to inspect items in the supplier premises prior despatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report.	
	d) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to CSL. In case the defective materials are not taken back within the said period, CSL reserves the right to dispose the same without further intimation.	
	e) The supplier shall compensate CSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the CSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the CSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
33	CSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time. The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders as per extant regulations.	
34	<b>Fall Clause</b> The firm/ bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for "Fall clause". Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with CSL.	
	Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case CSL doesn't receive the above, it will be deemed as accepted.	
35	<b>Termination Clause</b> (a) This purchase order may be terminated upon the occurrence of any of the following events (i) By agreement in writing of the parties hereto; (ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party; (iii) By the other party, upon either parties; Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or Having a reasonable petition filed seeking its" dissolution or liquidation, not stayed or dismissed within sixty (60) days; or Ceasing to do business for any reason. (iv) In cases where maximum limit of LD is reached and still the items are not delivered. (v) For fraud and corruption or other unacceptable practices. (b) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.	

	<p>(c) CSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days notice period. CSL shall be entitled to compensation for the loss limited to the order value.</p> <p>(d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by CSL for the material delivered/work done as per the payment milestones.</p>	
36	<p><b>Limitations of Liability</b></p> <p>Neither party shall be liable to the other party for any indirect and consequential damages. Neither party shall be liable to the other party for any loss of profits or loss of production</p>	
37	<p><b>Confidentiality Clause</b></p> <p>Supplier and its personnel will</p> <p>(a) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and</p> <p>(b) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL</p>	
38	<p><b>Indemnity clause</b></p> <p>Supplier will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.</p>	
39	<p><b>Malicious Code:</b></p> <p>The Bidder will be overall responsible for all cyber/information security related aspects pertaining to the Systems Projects &amp; ICT goods and services and will be the single point of contact for addressing all Cyber/information security related issues for the goods and services supplied by the Bidder as part of the contract. It will be responsibility of the Bidder to enter into such agreements/contracts with the OEMs as may be necessary to ensure that all cyber/information security aspects are addressed holistically and comprehensively. The Bidder will provide list of tests conducted by OEM or an accredited certification agency along with list of such test reports for the Systems Projects &amp; ICT goods and services provided as part of contract.</p>	
40	<p><b>CSL reserves the right to commercially reject the offer if compliance is not issued to terms at Sl. No. 16, 17, 20, 21 &amp; 22 without any further clarification / notice / communication in this regard from M/s. Cochin Shipyard Ltd., even though the offer is technically acceptable.</b></p>	

<b>Tender condition - Preference to Make in India</b>		
<b>A</b>	Purchase preference in accordance with Public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/-B.E -II dt ,4.6.2020 and as amended from time to time shall be applicable as per below	
<b>1</b>	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/local competition , only Class I Local suppliers shall be eligible to bid irrespective of purchase value	
<b>2</b>	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores , only Class I local suppliers along with Class II local suppliers shall be eligible to bid.	
	<b>Purchase preferences for Class I local suppliers</b>	
<b>B</b>	In the procurement of goods/works covered under 2 above and which are divisible in nature , Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
<b>1</b>	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on . If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
<b>2</b>	For procurements that are not divisible in nature and in procurement of services evaluated on price alone , Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
<b>3</b>	If L1 is not a Class I local supplier , lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	
<b>C</b>	Local content requirement to categories a supplier as Class I/ Class II /Non local supplier shall be as per below . Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
<b>1</b>	Class I -Local content equal to or greater than 50%	
<b>2</b>	Class II-Local content greater than 20% , less than 50%	

3	Non local -Local content less than 20%	
<b>D</b>	<b>Declaration of local content</b>	
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.	
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/ Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
3	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	
	<b>Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020</b>	
<b>A</b>	<b>Requirement of registration</b>	
<b>1</b>	<p>(a) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified below.</p> <p>(b) A bidder is permitted to procure raw material, components, sub assemblies etc, from vendors from countries sharing land border with India. Such vendors will not be required to be registered with competent authority.</p> <p>(c) However, in case the bidder has proposed to supply finished product from vendors from countries sharing land border with India, such vendors will be required to be registered with competent authority.</p> <p>(d) Definitions</p> <p>(i) "Bidder" for the purpose of the Order (including the term „tenderer“ „consultant“ „vendor“ or „service provider“ in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>(ii) "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.</p> <p>(iii) "Bidder from a country which shares a land border with India" for the purpose of the Order means</p> <ul style="list-style-type: none"> <li>• An entity incorporated, established or registered in such a country; or</li> <li>• A subsidiary of an entity incorporated, established or registered in such a country; or</li> </ul>	

	<ul style="list-style-type: none"> <li>• An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>• An entity whose beneficial owner is situated in such a country; or</li> <li>• An Indian (or other) agent of such an entity; or</li> <li>• A natural person who is a citizen of such a country; or</li> <li>• A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ul> <p>(iv) "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.</p> <p>(v) Beneficial owner for the purposes of point (iii) above will be as under:</p> <ul style="list-style-type: none"> <li>• In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:-</li> <li>• In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> <li>• In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</li> <li>• Where no natural person is identified under para (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</li> <li>• In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</li> </ul>	
2	Wordings of certificate to be submitted along with tender documents:-	
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable). Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)."	
	<p><b>Contact Persons:</b></p> <p>For Technical queries Mr. Rohit (Assistant Manager) Mob: 8714630963</p> <p>For Commercial/Tender related Queries Ms. Aiswarya U (Project Officer) Mob:7356604944</p>	

**FORMATS OF DECLARATIONS TO BE SUBMITTED WITH BIDS****1. Tender Declaration** (with every bid)

This is to certify that I have completely read and understood the tender enquiry /GeM bid number .....and we M/s..... hereby declare that will abide by all the tender conditions . Deviations, if any in the techno-commercial offer from that of the tender enquiry and subsequent corrigendum in any form will be clearly furnished by us in a separate document which will be titled as “List of Deviations”. If we are not providing any separate document titled as “List of Deviations” then it is to be considered that all the terms and conditions are acceptable to us.

Sign and stamp.

**2. Make in India Certificate** (if applicable)

In line with Government Public Procurement (Preference to Make in India), Order 2017, P 45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended from time to time we M/s....., hereby certify the following facts for our offered product against GeM bid number .....

Schedule	Item description	Local content in %	Class of local supply Local content(> 50%)-Class 1 Local content(20-50 %)-Class 2 Local content(<20%)- Non local	Location of local value addition (Location shall be the specified as address or name of city or district)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. The above declaration does not include services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition

Sign and stamp

**3. Declaration for MSE purchase preference (if applicable)**

This is to certify that we M/s .....are the manufacturer of the offered product (listed below) in this tender enquiry /**GEM bid number** ..... and we claim that we are eligible for MSE purchase preference as per Government of India guidelines. We fall under Micro/Small category for the current financial year.

Schedule	Item description	Manufacturer of product YES/NO
1		
2		
3		
4		
5		

Sign and stamp

Note:- If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

**4. Declaration for land border sharing (if applicable)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity is registered with the competent authority. hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)

Sign and stamp

Note:- (Evidence of valid registration by the competent authority shall be attached wherever applicable).

**5. Manufacturer Authorization Certificate** (when bidding on behalf of OEM)

This is to certify that We M/s.....having our registered office at....., are OEM of the product..... required in Tender Enquiry / Gem bid number..... We hereby authorize M/s..... having its registered office at ..... to quote for tender and execute the order (if purchase order placed) on behalf of us. Our full support is extended to them in all respects for supply, installation and commissioning, training and warranty related to our products as per tender terms and condition. We also ensure to provide full support for the supplied equipment during the entire warranty period of .....months..... from the date of supply/installation of the equipment and subsequent ..... years AMC as per tender terms if Applicable . We also undertake that in case of default in execution of this tender by the bidder, we will take all necessary steps for successful execution of this order as per tender.

Sign and stamp

**6. GUARANTEE CERTIFICATE** (for items below INR 5 lakhs)

This is to certify that we M/s .....will provide Guarantee for .....months..... for the product offered by us /our authorized dealer in Tender Enquiry / GEM bid number ..... as per tender terms and condition, If purchase order is placed on us. Guarantee period will start from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (As applicable).

Sign and stamp

**Format for declaration by the Bidder for Code of Integrity & Conflict of Interest  
for Participating in Bidding**

(On the Letter Head of the Bidder)

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,

(Name & address of the Purchaser)

**Sir**

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para \_\_\_\_\_ of your Tender document and have no conflict of interest as mentioned under Para \_\_\_\_\_ of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

(a)

(b)

(c)

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you

Yours sincerely

Signature  
(Name of the Authorized Signatory)

Company Seal

<b>PRICE BID FORMAT</b>							
<b>SUPPLY OF PORTABLE GAS CUTTING AND WELDING EQUIPMENT FOR CSOV ON DOOR DELIVERY BASIS TO COCHIN SHIPYARD LIMITED</b>							
SI No.	DESCRIPTION	QTY	UoM	UNIT RATE (Rs)	TOTAL AMOUNT (Rs)	GST AMOUNT (Rs)	TOTAL AMOUNT INCLUDING GST (Rs)
10	PORTABLE GAS CUTTING AND WELDING EQUIPMENT	1	SET				
20	PORTABLE GAS CUTTING AND WELDING EQUIPMENT	1	SET				
	TAX	.....%					
Delivery Period Offered		.....Days					
<p>Important:</p> <p>1. Bidders should quote prices for door delivery of materials at CSL stores including packaging, freight and transit insurance.</p>							
<p><b>Name and Address of the supplier</b></p>          <p><b>Phone number:</b></p> <p><b>Email Id:</b></p>							
<p><b><u>Note:</u></b></p> <p>Un-priced bid to be submitted along with Techno Commercial bid with details like percentage of taxes &amp; duties applicable and details like Quoted/ Nil/ Included to be mentioned for each line item.</p>							

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/  
WARRANTY GUARANTEE**

To  
COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS .....(Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract.....  
No..... Dated: ..... to execute .....  
(Name of Contract and brief description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we ..... (Name of the Bank) having its Head Office at .....(Address of Head Office) and acting through its branch office at ..... (Address of the executing branch) (hereinafter called "**the Bank**") hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of ..... (amount of Guarantee) .....in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

**Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....  
( ..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before .....(validity date) .

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,  
Signature and seal of the  
guarantor:.....

Name of  
Bank:.....  
...

Address: .....  
Date:.....

---

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

# **PRE CONTRACT INTEGRITY PACT**

## **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 any 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 Monitors**

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

- 1) Dr. Rajan S Katoch, IAS (Retd)  
A-91, Alkapuri, Bhopal (MP) - 462022.  
Mobile: 8800919222; Email: rkatoch@nic.in
- 2) Dr. Vinod Bihari Mathur, IFoS (Retd.)  
D302, Arborea Luxury Homes,  
Tarla Nagal, Near Doon Helidrome,  
Dehradun, Uttarakhand – 248001.  
Mobile: 9412054648; Email: vbm.ddn@gmail.com

- 8.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitors 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 Monitors have 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 Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors 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 Monitors 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 Monitors 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

1.....

2.....

Witness

1.....

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.