



TENDER NOTICE

MAT/CSH3/0002/22-23/Transportation

19th January 2024

CSL Contact Person: -

Aravind MJ

Asst. Manager (Materials Department)

Phone No : 0484 2501263

e-mail : aravind.mj@cochinshipyard.in

Subject:-

TRANSPORTATION OF CONTAINERIZED CARGO FROM MUMBAI TO COCHIN SHIPYARD LIMITED AT COCHIN, DURING FEBRUARY 2024

Dear Sir,

1. Sealed tenders are invited for transportation of Containerized cargo from Mumbai to Cochin Shipyard Limited at Cochin. The Bidder shall read and imbibe the Annexure 'A' Scope of Work, CSL requirements and instructions to bidder in full. Submission of offer shall be only after full understanding of the tender requirements.

2. Mode of submission of offers

- a) Offers should be submitted in TWO separate sealed covers as mentioned below:-

- i) Part I - "Techno-Commercial Offer & EMD"
- ii) Part II - "Price offer"

- Each cover shall super scribe the Tender enquiry title, Cover content description as above, the tender number (MAT/CSH3/0002/22-23/Transportation dated 19th January 2024), due date and name & address of the bidders.

- **Only Hard copies of offers are expected to be submitted and soft copy of offers will not be entertained.**

- Tenders are to be addressed to The Deputy General manager (Materials), Materials Department, Cochin Shipyard Limited, Cochin, and are to be

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deposited in the tender box at Materials Department, Cochin Shipyard Limited., Cochin.

b) Following to be noted/complied/submitted with regard to the tender in addition to general tender requirements.

- i. Submission of EMD along with Techno-commercial offer (Part I). Please refer clause No (12) of Annexure 'B' for details.
- ii. Unpriced bid (Price bid with prices blanked out) as per format at Annexure 'C' shall be submitted along with the techno-commercial cover.
- iii. Duly filled and signed General Terms & Conditions as per Annexure 'B'.
- iv. Duly filled and signed Pre-Contract Integrity pact as per Annexure 'F'.

3. Offers received without EMD, Price format (unpriced format), Filled General Terms & Conditions and Pre-Contract Integrity Pact duly filled and signed as stipulated shall not be considered for the further process of tender.

4. Cardinal dates of the tender are as below:-

Last date of submission of offers : **02nd February 2024 at 15:00 Hrs**
(Techno commercial bid and Price bid shall be submitted)

Tender opening date and time : **02nd February 2024 at 15:30 Hrs**

Only Part I bids "Techno Commercial Bid" will be opened on scheduled tender opening date and time.

5. Firm's representative will not be permitted to attend the Part I (Techno-commercial) openings. Price bid (Part II) opening shall be intimated to techno commercially acceptable bidders and shall be opened in presence of authorized representative of techno commercially accepted bidders who wish to be present.
6. The bidder shall be familiar with the various rules and regulations, provisions and requirements (including tax related, import related etc.) in India.
7. Contact person for any queries related to the tender.

Mr. Aravind MJ,
Asst. Manager (Materials Department)
Phone No : 0484 2501263
e-mail : aravind.mj@cochinshipyard.in



8. List of Annexures:-

- Annexure A – Scope of Work.
- Annexure B – General Terms & Conditions
- Annexure C – Price Bid Format
- Annexure D – Earnest Money Deposit format
- Annexure E – Bank Guarantee Format
- Annexure F – Pre-Contract Integrity Pact



For Deputy General Manager
(Materials)
Cochin Shipyard Limited

अरविंद एम जे
ARAVIND M J
सहायक प्रबंधक / Assistant Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.
कोच्ची / Kochi - 15

COCHIN SHIPYARD LIMITED (a Government of India Enterprise)	WORK SCOPE: Transportation of Containerized Cargo from Mumbai to Cochin Shipyard Limited at Cochin Doc. No. MAT/CSH3/0002/22-23/Transportation	Yard No. – Ship037 Dated 05.01.2024
Annexure 'A'		

A. Brief Description of the Organization

Cochin Shipyard Limited (CSL) is a schedule “A” CPSE under the Ministry of Shipping, Port and Waterways, Government of India headquartered in Kochi, Kerala.

B. Brief Description of Work

Transportation of Cargo on FCA basis (Mumbai) to the Stores of Cochin Shipyard Limited, Kochi, Kerala.

C. Scope of Work

Scope of Work includes the following:-

I) The Forwarder shall;

- a) Position trailers as per the schedule confirmed by CSL & Shipper for the receipt of cargo from Shipper premises at Mumbai.
- b) Receive, Lash and Secure goods into Trailers at the site of Shipper.
- c) Safe transportation till CSL stores or CSL stipulated storage locations in Kochi, Kerala. Unloading at CSL Stores shall be to CSL Scope.
- d) Special supports, Jigs & packing for safe transportation of items, to be provided by Forwarder.
- e) All safe practices and requirements to meet stipulated Insurance standards shall be ensured by the forwarder.
- f) Include 48 hours of halt for the purpose of unloading at CSL Stores or any location stipulated by CSL at Kochi in the quoted prices

Shipper shall assist in loading of packed goods to trailers at the Shipper premises. All relevant documentation pertaining to transportation of over dimensional cargo shall be ensured by the forwarder.

Note:- Cargo will not be provided with any spread bars, beams or stools for handling. Forwarder to ensure that lashing and securing arrangements are done at the time of receipt of cargo Lifting points, if any have been indicated in the drawings /schematic along with CG details. Any missing info to be sought prior submission of offer.

COCHIN SHIPYARD LIMITED (a Government of India Enterprise)	WORK SCOPE: Transportation of Containerized Cargo from Mumbai to Cochin Shipyard Limited at Cochin Doc. No. MAT/CSH3/0002/22-23/Transportation	Yard No. – Ship037 Dated 05.01.2024
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D. Insurance

The bidder shall have a valid insurance to cover risks of loss or damage to Goods, all Personnel and all Operations as mentioned below (From the receipt of Goods by the forwarder at the Shipper premises till receipt at CSL Stores or CSL stipulated storage locations in Kochi, Kerala). This shall suitably cover all risks (including but not restricted to accidents& Pilferage Risks arising out of Operations, willful damage by personnel among others). Notwithstanding any omissions, all Goods, all personnel and all operations shall be insured by the forwarder against any potential risks in the course of receipt of goods from Shipper premises till receipt at CSL Stores).

An insurance policy covering all above shall be submitted to CSL prior to collection and transport of goods. Any damage to the cargo during transport shall be duly reported to CSL for taking up with insurance.

E. Hazardous Cargo requirements

The packaging material shall be Non - hazardous and shall be environment friendly.

F. Certification of lifting tackles, Cranes

Forwarder is to ensure that certified tackles, cranes, if applicable are employed for all operations at origin and at destination. Additionally, prerequisites for insurance, if any also to be ensured.

G. Documents for transport

All documents including Invoice, packing lists to be submitted to CSL for verification prior to dispatch. CSL shall not be responsible for any mismatch in documentation and consequences arising due to this including financial or legal consequences.

H. Shipper Details

Contact Person – Mr. 'MANOJ KV

IHC Parts and Services (India) Pvt Ltd,
A-602, Mahaavir Icon,
Sector -15, Plot no: 89/90,
CBD Belapur, Navi Mumbai-400614, India

COCHIN SHIPYARD LIMITED (a Government of India Enterprise)	WORK SCOPE: Transportation of Containerized Cargo from Mumbai to Cochin Shipyard Limited at Cochin Doc. No. MAT/CSH3/0002/22-23/Transportation	Yard No. – Ship037 Dated 05.01.2024
Annexure 'A'		

I. Cargo Details

Details of Cargo including the Detailed Packing List, Drawings and Lifting plan if relevant are enclosed at the link given below:-

https://cochinshipyardit.sharepoint.com/:u:/s/CSL_FILES/SHAREDocs/EZofHITMJg9KoHzOdm4kQ40BDMMGK2fLtPpIp0BsrnANVQ?e=gPNvHH

FORWARDER RESPONSIBILITIES

E way bill and documentation for Transport of goods

Forwarder to ensure necessary E way bill and other documentation for interstate transport and in compliance with Tax rules and regulations. Any missing document/additional document to be obtained prior to transport. No hold up of cargo during transport/at check post will be permitted on account of above reasons.

Necessary permissions, as applicable for transport of Over dimensional cargo to be obtained from Statutory authorities (incl Police, Road transport authorities etc). Any hold up of cargo due to incorrect documentation/lack of permissions/violation of rules will have to be handled by the forwarder for resolve.

Forwarder shall be responsible for the damage/repair of any external property during transport and all claims in this regard will have to be settled directly by the forwarder.

Penalties, if any for violation of rules, including for Speed limits to be remitted by the forwarder and no representation in this regard shall be entertained by CSL.

Forwarder to ensure that good condition vehicles are being employed for the transport of goods. Unexpected breakdowns, if any are to be attended in minimum time. All documents pertaining to vehicle and for the driver mandated by Statutory rules to be ensured.

The cargoes are to be carefully handled during transport and care to be taken to ensure the safety of cargo and Personnel.

Forwarder shall undertake a road survey prior to transport of cargoes from Origin and ensure that cargo will pass safely through all narrow and constrained areas enroute including toll plazas, over bridges, city limits and receipt point at CSL.

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Annexure 'A'

Forwarder shall ensure transport worthy packaging for the goods after its receipt at origin.
Basic packing shall be ensured by the shipper, however forwarder to ensure that the goods are properly packed for transport and against the perils of nature.

GENERAL TERMS AND CONDITIONS OF ENQUIRY

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1	Tenderers (Only Indian Bidders) are to carefully go through the Scope of Work (Annexure A) for which offers are called for. Tenderers have to adhere to above and Receive/ transport /deliver items along with compliance of commercial conditions. Deviations if any shall be indicated in a separate deviation sheet. CSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	-Offers are to be free from overwriting. - Corrections and additions, if any, must be attested. - Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Scope of Work(Annexure A) and current General terms & conditions of enquiry (Annexure B) duly filled & signed, should be submitted along with part-1 techno-commercial bid. Non receipt of the document may lead to rejection of offers.	
4	The Freight Forwarder would be responsible for arranging services and shall arrange for materials such as spread bars, beams or stools, equipment such as for welding, cutting etc. and any manpower, labor etc. required at the location of loading and delivery. The same shall be included in offered costs and shall be a part of L1 evaluation.	
5	SPECIFICATIONS:- a) Freight Forwarder's name, should invariably be mentioned in the offer.	
	b) Services offered shall conform to CSL specifications.	
6	Packing materials should be eco friendly.	
7	Freight forwarder should follow the statutory requirements of the services offered.	
8	Taxes and duties, if any, payable extra are to be indicated in techno-commercial part and price part. Taxes and Duties inside India shall be to CSL scope, outside India to be Freight Forwarder's scope)	
9	The Turnaround time for execution of the entire scope of supply as per Tender Conditions (Total turnaround time required for delivery of Cargo at CSL Stores or location stipulated by CSL from the receipt of Cargo at the premises of the Supplier at Mumbai) to be mentioned . Refer link mentioned at annexure A for Packing list, Item details and Weight/dimensions details of cargo The probable date of item readiness at Mumbai is 30.01.2024. This is tentative and the exact date of readiness of items from the Supplier shall be stipulated in the Contract.	
11	<u>PAYMENT TERMS:</u> a. CSL payment term is 100% within 30 days of receipt of items at CSL Stores or at locations stipulated by CSL in the contract along with Packing list, Test certificates issued by the supplier, Digitally signed invoice.	

	<p>c) 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.</p>	
	<p>d) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished.(i.e., till completion of contract or for a period as specifically agreed + 90 days). In case interest as above is not agreeable to be paid, the same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid</p>	
12	<p><u>Earnest Money Deposit (EMD)</u> Bidders shall furnish Earnest Money Deposit (EMD) equivalent to 3 % of the estimate value by way of Demand Draft/FDR/Bank Guarantee from Scheduled Banks excluding co-operative banks in favour of Cochin Shipyard Ltd, Kochi. Crossed DD issued by Co-operative banks however may be considered to be accepted and the bid would be considered only if the said DD is realised. The value of EMD amounts to INR 1,20,000</p> <p>The Bank Guarantee/DD/FDR shall be valid till the expiry of offer validity period (4 months from the date of tender opening) plus a period of 90 days. This shall be returned after finalization of contract and upon receipt of Security deposit in accordance with clause 13 below, with respect to successful bidders; With respect to unsuccessful bidders, the same shall be returned within 15 days of issuance of PO/Contract.</p> <p>Bidders belonging to Micro and Small Enterprises (MSE's) category are exempt from furnishing EMD subject to the bidders producing valid UDYAM Certificate and shall be duly verified by CSL. Bidders who fail to submit UDYAM Certificate along with the Techno-Commercial Offer shall not be considered eligible for EMD exemption</p> <p>In case the offer validity is extended on mutual consensus, the validity of EMD shall be mutually extended</p> <p>EMD may be forfeited in the following cases:</p> <ol style="list-style-type: none"> 1. Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions in any respect within the period of validity of his offer. 2. Non-acceptance of order. 	
13	<p><u>Security Deposit:</u> a.i The successful bidder shall remit a security deposit of 5% of the total Work 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 a scheduled Indian bank is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>a.ii) The Bank Guarantee/DD as above should be valid for a duration till completion of receipt of all cargo at CSL Stores or CSL designated location plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit required as per tender) in</p>	

	<p>lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of Freight Forwarder with lien marked in favour of Cochin Shipyard Limited, Kochi.</p>	
	<p>b) If the bidder is not agreeable to submission of SD as per CSL general terms and conditions of enquiry, CSL reserves the right to reject the offer at our discretion or 5% 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>c) SD to be submitted within 7 days of receipt of order from yard, failure of which shall be construed as a breach of contract and shall result in penal action as per clause 14 below including but not restricted to forfeiture of EMD</p>	
	<p>d) Format of bank guarantee along with enquiry to be agreed, in general</p>	
14	<p>If the Forwarder fails to execute the contract as per contract conditions violate any of the terms and conditions of the Contract, CSL shall have the following rights.</p>	
	<p>a. To cancel the order partially or fully with 15 days notice and to forfeit the security deposit, if any.</p>	
	<p>b. To impose tender holiday for the vendor for an appropriate period as decided by CSL</p>	
	<p>c. Risk Purchase To initiate alternate procurement action at the risk and cost of the Forwarder</p>	
15	<p><u>Liquidated Damage:</u> The forwarder shall receive the Cargo from Shipper premises at Mumbai on the date of Item readiness as stipulated in the contract. In case of any delay incurred in</p> <p>i) Receipt of items from Shipper premises at Mumbai, from the date specified in the contract or ii) Delivery of cargo at CSL Stores or location stipulated in the contract</p> <p>Freight Forwarder 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 quoted, subject to a maximum of 10% of total basic Contract Value (Total basic price is the order value excluding taxes & other charges). However LD applicability is without prejudice to CSL right to terminate contract for delayed delivery or other actions as per clause 14 of GTC</p> <p>For the purpose of Calculating/Imposing L.D,</p> <p>i) As per (ii) above, the delay shall be calculated from scheduled date of delivery of cargo at CSL Stores or location stipulated in the contract as per the delivery lead time stipulated in the contract.</p>	
16	<p><u>Jurisdiction:</u> 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>	

17	<p><u>Force Majeure condition:</u></p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restraint 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, Either of the Contracting parties (Herein Cochin Shipyard Limited and the Forwarder) 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>	
18	<p>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</p>	
19	<p><u>PRICING:</u></p> <p>Prices shall be quoted strictly in INR.</p> <p>Quoted prices shall be inclusive of the entire scope of the contract as provided at Annexure A of the Tender Enquiry.</p> <p>The bidder shall have a valid insurance to cover risks of loss or damage to Goods, all Personnel and all Operations as mentioned below (From the receipt of Goods by the forwarder at the Shipper premises till receipt at CSL Stores or CSL stipulated storage locations in Kochi, Kerala). This shall suitably cover all risks (including but not restricted to accidents & Pilferage Risks arising out of Operations, willful damage by personnels among others).Notwithstanding any omissions, all Goods, all personnel and all operations shall be insured by the forwarder against any potential risks in the course of receipt of goods from Shipper premises till receipt at CSL Stores).</p> <p>An insurance policy covering all above shall be submitted to CSL prior to collection and transport of goods. Any damage to the cargo during transport shall be duly reported to CSL for taking up with insurance. The scope and quoted prices be inclusive of the same</p> <p>The forwarder shall include in the scope and price, 48 hours of halt at CSL Stores or any location designated by CSL in Kochi, for the purpose of unloading</p> <p>Approximate value of the goods to be transported is about INR35 Crores</p>	
	b) Prices offered shall be fixed till completion of the complete scope of the contract as per conditions thereof	
	c. Only Indian firms shall quote for this Tender. Price shall be quoted in INR only.	
	d. Comparison of prices will be in INR only.	
	e. Prices should be valid for acceptance for a period of four months from the date of tender opening.	

	f. 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 perform as per the contract 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.	
	g. 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.	
	h. Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, provided. 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 services, 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.	
	i. If, in the price structure quoted for the required line 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.	
	j. After submission of quotation/price offer no unsolicited correspondence will be entertained.	
	k. 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.	
	l. CSL reserves the right to place order to the techno-commercially qualified L1 bidder	
	m. For all import consignments directly imported in CSL's name / or on High Seas Sale agreement, Customs duty is not applicable at import clearance. If applicable, Customs duty shall be to CSL scope. IGST charges shall be borne by CSL	
	n. L1 shall be determined based on the overall price quoted for the execution of contract as per the full scope of contract and as per price format at Annexure C	
20	<p><u>Integrity Pact:</u></p> <p>As per Government of India (Central Vigilance Department), CSL and the Forwarder 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>	

21	<p><u>Grievance Redressal Committee:</u> 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) b) Shri. Shibu John, GM (Finance) c) Smt. Bindu Krishna, AGM (Legal)</p>	
22	<p>SUB CONTRACTING AND ASSIGNMENT Forwarder shall not contract with any subcontractor and/or vendor without the prior written consent of CSL. Such consent shall not relieve the Forwarder from any of his responsibilities and liabilities under the Purchase Order. In addition, Forwarder 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 including Rules, guidelines and orders promulgated by the Government of India</p>	
23	<p><u>General:</u> 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>	
	<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.</p>	
	<p>c. 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. Bidders are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only.</p>	
24	<p><u>P.O:-</u> a. In the event Forwarder's offer leads to an agreement to deliver the items, a formal purchase order shall be issued by CSL on the basis of agreed terms and conditions of tender.</p>	
	<p>b. Upon placement of order (by post or mail) the Forwarder shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 3 Working days. In case CSL doesn't receive the above, it will be deemed as accepted.</p>	
25	<p>CSL reserves the right to alter, modify the work scope 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.</p>	
26	<p>CSL reserves the right to commercially reject the offer if compliance is not issued to terms at Sl. No.11,12,13,14, &15 without any further clarification / notice / communication in this regard from <i>M/s. Cochin Shipyard Ltd., even though the offer is technically acceptable.</i></p>	
27	<p><u>Indemnity clause</u> The bidder shall indemnify CSL to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to any violation or breach and legal consequences thereof</p>	

29	<p><u>Blacklisted/Debarment</u></p> <p>The bidder shall not have been debarred /Blacklisted /Issued tender holiday by any Ministry/Department/Undertaking/Autonomous Body under Government of India at the time of submission of bid. The bidder has to provide an undertaking in it's letterhead in this regard, failing upon which the offer shall be rejected</p>	
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Special Terms and Conditions of the Contract :

The following are the Special Conditions of Contract. This shall be read in conjunction with the General Terms and Conditions mentioned above and bidders shall strictly comply to all the Special Terms and Conditions mentioned herein

1. All statutory requisites mandated by the Government of India as per provisions of The Carriage by Road Act, 2007, Motor Vehicles Act, 1988, Motor Vehicles Rules, 1989, National Highways Act, 1956 and any other regulations/act/rules promulgated by the Government of India and amendments thereto shall be fulfilled by the bidders. Forwarder shall ensure that all vehicles used for transportation shall be in possession of National Permit and CSL shall absolve itself from any economic or legal consequences arising out of any breach thereof

2. The Forwarder shall strictly comply with the Bureau of Indian Standards (BIS) guidelines and laws applicable for transporting dangerous goods in India (in case any of the cargo transported belongs to DG category)

3. The bidder shall ensure to compliance of labour laws as applicable in India. CSL shall be absolved of all legal and economic consequences of Non-compliance to requisite labour Laws and Standards.

4. Notwithstanding any omissions herein, the Freight Forwarder shall be responsible for compliance to all rules, regulations and standards applicable to the firm and it's personnel. CSL shall not be responsible for any breach on the part of the Freight Forwarder or any other party. CSL shall not be liable to pay compensation or be subject to any penal action for any violations not attributable directly to CSL

PRICE BID FORMAT

Sl. No.	DESCRIPTION	Unit	Unit Rate (INR)	Qty	Total Rate (INR)
1	Cost for Freight arrangement (Based on cargo details as per the Packing list placed at Annexure)	Lumpsum		1	
2	TOTAL BASIC PRICE	<u>Figures:-</u> _____ <u>In Words:-</u> _____ _____			
3	Other charge (if any)				
4	Taxes (if any)				
5	TOTAL PRICE	<u>Figures:-</u> _____ <u>In Words:-</u> _____ _____			

Note:-

a) Unpriced price bid format (which is an exact replica of the Price bid except that Price is blanked) as per annexure 'C' to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and stating "Quoted" or "Not Quoted" or "Not Applicable" or "By CSL" to be mentioned for each line item.

b) The quoted price shall be inclusive of all operations listed in the Scope of Work (Annexure 'A') document.

Signature :

Name & Address of the firm :

BANK GUARANTEE TOWARDS EMD

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

This deed of Guarantee made on Day ofTwo Thousandbetween CSL on one part and (Name and address of the bank) of the other part is as follows:

In consideration of CSL having allowed M/s.(herein after referred to as 'the Contractor') to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as 'the bank') undertake to pay to CSL on demand the sum of money payable as Earnest Money in respect of the Tender Number.....made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by CSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by CSL or otherwise commits any breach of the terms and conditions of the tender.

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:

Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

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

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till CSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 6 months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the bank within 3 months after the said period in which case the same shall be enforceable.

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. This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance of the contract between the contractor and CSL or any neglect, indulgence or forbearance by CSL.

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) (9 months from the date of issuing the BG) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you 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:.....

**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.

This Guarantee is personal to you and cannot be assigned or transferred without the Guarantor's prior written consent, which shall not be unreasonably withheld.

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

COCHIN SHIPYARD LIMITED

General

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

WHEREAS the PRINCIPAL proposes to procure and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India Enterprise.

NOW, THEREFORE,

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

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

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

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

Commitments of the PRINCIPAL

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

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.

- 3.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft of Pay Order in favor of CSL.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2** The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.
- 5.3** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4** No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

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

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

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

- (i) Shri. Jagadip Narayan Singh, IAS (Retd.),
C-54, Bharatendu Harischandra Marg,
Anand Vihar, Delhi – 110092.
Mobile: 9978405930
Email: jagadipsingh@yahoo.com
- (ii) Shri. Om Prakash Singh, IPS (Retd.),
Flat No. D-801, Prateek Stylome,
Sector-45, Noida,
Uttar Pradesh – 201301
Mob: 9818564455
Email: Ops2020@rediffmail.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 aton

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.