



TENDER NOTICE

MAT/CSH4/064/22-23

24th February 2023

Dear Sirs,

Tender for Design , Supply , Installation and Commissioning of Superstructure Outfit Package for SH 29-36 built by CSL for European Owner with Owner Nominated Foreign Makes

1. Sealed tenders are invited in duplicate for Design , Supply , Installation and Commissioning of Superstructure Outfit Package for SH 29-36 at Cochin Shipyard Limited, Cochin. The Bidder shall read and imbibe the technical specification, CSL requirements, prequalification criteria and instructions to bidder in full. Submission of offer shall be only after full understanding of the tender requirements.
2. A Pre-bid meeting shall be held at office of the Chief General Manager (Materials) at CSL. The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be issued by CSL through the issuance of amendment/corrigendum. Any modification of the tender documents which may become necessary as a result of the pre- bid meeting shall be made by CSL exclusively through the issuance of an amendment/corrigendum against tender. The amendment will be notified only on CSL/Govt websites and no separate paper advertisements will be issued.

3. Mode of submission of offers

- a) Offers should be submitted in THREE separate sealed covers superscribed as PART-I "EMD and Prequalification Criteria" & PART-II "TECHNO-COMMERCIAL OFFER" & PART-III "PRICE" each indicating the tender number (MAT/CSH4/064/22-23 dated 24th February 2023), due date and name & address of the bidders with Title - Tender for Supply of Valves and Fittings under Rate Contract. **Only Hard copies of offers in duplicate are expected to be submitted and soft copy of offers will not be entertained.** Tenders are to be addressed to The Assistant 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.
 - b) Following to be noted/complied/submitted with regard to the tender in addition to general tender requirements.
 - i. Submission of EMD along with offer (Please refer clause No (43) of Annexure- 2 for details.
 - ii. Pre-bid meeting (refer clause (43) of Annexure- 2)
 - iii. Prequalification criteria as per clause (42) of Annexure-2 & Annexure-5
 - iv. Price Format (Unpriced format) as per Annexure-4.
 - v. Filled General Terms & Conditions as per Annexure-2.
 - vi. Agreement to CSL concept of L1 and Split order methodology (Please refer Annexure A)
4. Offers received without EMD, Prequalification Criteria (with supporting documents), Price format (unpriced format) and filled General Terms & Conditions as stipulated will not be considered for the further process of tender. Offers meeting the pre qualification criteria are only eligible and those offers only shall be considered for techno commercial opening and evaluation. Offers received without complying the prequalification criteria will be summarily rejected without any further communication from CSL side.

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5. Cardinal dates of the tender are as below:

Date of Pre-Bid Meeting : **06th March 2023 at 03:00 PM** Indian Standard Time

Last date of submission of offers : **28th March 2023 at 11:00 AM** Indian Standard Time
(Techno commercial bids including price bid)

Tender opening date and time : **28th March 2023 at 11:30 AM**, Indian Standard Time
(Part I of the offer only).

Only Part I bids will be opened on scheduled tender opening date and time.

6. Firm's representative will not be permitted to attend the Part I and Part II. Price bid (Part III) 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.
7. The bidder shall be familiar with the various rules and regulations, provisions and requirements (including tax related, import related etc.) in India for effecting material supply to Cochin, India.
8. Contact person for any queries related to the tender.
Mr. Lalin T Divan, Manager (Materials Department)
Phone No : +91484 2501249
Mobile : 8138917186

List of Annexures :-

- Annexure-1 – Purchase Technical Specification as per Spec. No. N3029022601.
Annexure-2 – General Terms & Conditions.
Annexure-3 – Bank Guarantee Format
Annexure-4 – Price bid formats (Supply & Installation)
Annexure-5 – Prequalification Criteria (Commercial and Technical)
Annexure-6 – Integrity Pact
Annexure-7 – Earnest Money Deposit format.



Manager
Materials Department

लालिन टी दिवान
LALIN T DIVAN
प्रबंधक / Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.
कोच्ची / Kochi - 682 015

Purchase Technical Specification Spec. No. N3029022601 can be downloaded from the following Link.

[N3029022601 SUPERSTRUCTURE OUTFIT PACKAGE.rar](#)

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 strictly as hard copies and should be free from overwriting. Corrections and additions, if any, must be attested. 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 clause 5), should be submitted along with part-2 techno-commercial bid. Non receipt of the document may lead to rejection of offers.	
4	SPECIFICATIONS:- a) Manufacturer's 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.	
	b) Materials offered shall conform to CSL specifications and drawings.	
	c) The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
5	Packing materials should be eco friendly.	
6	Supplier should follow the statutory requirements of product offered.	
7	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
8	Taxes and duties, if any, payable extra are to be indicated in the techno commercial part and price part. In case of increase/decrease in taxes and duties due to Govt: orders, the same shall be paid as per prevailing rates at the time of supply.	
9	MSEs, Startups and Make in India 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 (www.cochinshipyard.com) under the Tenders tab for further reference. Specific mention on category of bidder and benefits claimed with provisions for relaxation is to be specified in the offer, failing which there will be no consideration under above provisions during offer evaluation.	

10	<p>a. Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.).</p> <p>Material supply lead time item wise to be issued along with offer.</p>	
	<p>a) Lead time shall be indicated as '___' number of weeks from order.</p> <p>b)'___' number of weeks from order to be indicated for submission of drawings.</p> <p>c)'___' number of weeks to be indicated for process of drawing approvals.</p> <p>d) List of inputs from CSL for preparing drawing to be indicated in offer.</p> <p>e) Please note agreed lead time for material supply is the essence of contract. Except for reasons mutually agreed in writing to both parties, no extension of delivery date is agreeable after finalization of order.</p>	
	<p>Delivery schedule itemwise/shipwise will be have to be prioritized based on CSL requirement during commercial discussions prior to price bid opening</p>	
	<p>i) The Master Construction Schedule of vessel is provided in Enclosure-3 of PTS No. N3029022601</p> <p>ii) Material Requirement Plan of major items is provided in Enclosure-4</p> <p>iii) Firm will be required to prepare a detailed work schedule to satisfactorily complete the activities scheduled as per Enclosure-3</p> <p>iv) The detailed schedule shall be mutually agreed by firm and CSL execution team.</p>	
11	<p><u>SHIPMENT</u></p> <p>a. Supplier shall intimate CSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.</p>	
	<p>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.</p>	
12	<p><u>PAYMENT TERMS:</u></p> <p><u>For design and supply of material</u></p> <p>i. CSL terms of payment are 90% of order/ consignment value through L/C opened 30 days prior to shipment date / 90% CAD/ 90% by way of submission of claim to CSL after dispatch (for import material) and 90% of order/ consignment value with 100% taxes within 30 days of inspection and acceptance of materials at CSL stores (for indigenous materials). Balance 10% payment within 30 days after actual delivery of vessel to owner or 9 months from completion of materials supply, whichever is earlier.</p> <p>Broad list of material / consignment configuration with value of consignment and time of supply to be submitted alongwith offer. Final 10% payment shall be released only on reconciliation of actual supplied quantity/list of items vis-a-vis quantity/list of items for each compartment submitted to yard after clearance of respective compartment/material approval. Specific Qty/BOM will be finalised before price bid opening. (Total qty of all items). This qty will be verified with respect to packing lists and will be reconciled during actual receipt of material at CSL. (Also refer clause 34)</p>	

	<p>ii. 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><u>Installation and commissioning :</u></p> <p>30% payment on satisfactory completion of :</p> <ul style="list-style-type: none"> • 90% completion of piping & Spiral duct work • Completion of 100% installation of cable ways in all decks under the scope of supplier <p>30% payment on satisfactory completion of :</p> <ul style="list-style-type: none"> • Hydro testing of all piping systems • Leak test of A/C ducts and completion of vent trunking • Completion of all hot works in the scope of supplier • Commencement of ceiling work of compartments in the scope of supplier. • Completion of cable pulling and cable survey in all decks under the scope of supplier <p>30% payment on satisfactory completion of :</p> <ul style="list-style-type: none"> • Commissioning of HVAC systems and piping systems of entire ship under the scope of supplier • Installation of equipment & cable termination in all decks under the scope of supplier • Installation , commissioning and Survey of all items under the scope of supplier <p>Balance 10% within 30 days after delivery of ship subject to liquidation of all survey comments in supplier's scope.</p>	
	<p><u>ii) Tax implication for Work order –</u> Indian firms-Income tax will be deducted from payments and tax deduction certificate issued. GST shall be paid extra as applicable. PF, ESI, other statutory payments for engaging labour shall be paid by the supplier and proof of same submitted to CSL for release of payments.</p>	
	<p>Note : For deviation in Payments terms, interest based on base rate of State Bank India applicable on day of price bid opening+ 1% is payable by the supplier on amount of payment to cover the period till the payment is regularised. In case the same is not agreeable, above interest will be loaded for a period as above on your quoted prices, for tender comparison purposes for arriving at lowest bid. Notwithstanding, CSL reserves the right to reject your offer at our discretion in case CSL payment terms as per tender are not agreed to.</p>	

13	<p><u>Security Deposit/ Warrantee Bank Guarantee:</u></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 & Scheduled Indian bank 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/ work in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days.</p>	
	<p>b) If the bidder is not agreeable to submission of SD/bank guarantee, offer will be commercially rejected. Bank guarantee is to be issued preferably by the same firm on whom order is to be placed/legally valid parent company in the same currency of order. Bank guarantee is to be extended, if applicable, based on delivery schedule/ guarantee period. For sake of clarity, completion of (supplies /item delivery) will be reckoned as date of supply of last item under scope.</p>	
	c) SD for Purchase Order to be submitted within 2 weeks of receipt of order from yard. SD for Work Order is to be submitted within 90 days 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)	
14	<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 full 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>c Risk Purchase</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>	

15	<p><u>Liquidated Damage:</u></p> <p>a) 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 basic price of materials delayed, subject to a maximum of 10% of the total order value (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 16. Value of material shall be based on respective group/item value as agreed in list of materials during order finalization. Order values referred are excluding duty and taxes.</p>	
	b) Liquidated damages, if any, shall be decided and settled only after the completion of the entire project, but prior to the release of final stage payment.	
	c) If, for any reasons, supplier has a justification towards delay in supply and would intend to consider non applicability of LD, the same shall be intimated to CSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.	
	d) LD for work portion shall be decided and settled only after completion of project, but prior to release of final stage payment. Basis of LD, if any, shall be the detailed schedule discussed and agreed with CSL outfit team after placement of order.	
16	<p><u>Guarantee</u></p> <p><u>i. (For Material supply)</u></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 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 occurred 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>	
	b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
	c) Warranty shall be applicable for the entire scope of supply without exclusion of any items.	
	<p><u>ii. (For Work Portion)</u></p> <p>12 months from actual vessel delivery against damage/failure due to defects in execution /poor workmanship</p>	
	iii. Rectification of defects attributable to Vendor 1 (Refer Annexure A of Prequalification Criteria) shall be Vendor 1's liability and rectification of defects attributable to Vendor 2 shall be Vendor 2's liability.	
17	<p><u>Jurisdiction:</u></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>	

18	<p><u>Force Majeure condition:</u> 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, 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>	
19	<p><u>Indian Agent:</u> 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> <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.</p> <p>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.</p> <p>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.</p> <p>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</p>	
20	<p><u>PRICING:</u> a. Firms should quote prices on CIF Cochin Seaport terms on High Sea sales basis for import items and for delivery of materials at CSL stores for Indigenous items. Unloading at CSL to CSL scope. For all import consignments directly imported in CSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Cochin port and transport till CSL stores shall be to CSL account.</p> <p>b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders. Prices shall be fixed for completion of supply and its acceptance, for orders placed within offer validity period, irrespective of delivery period of items.</p> <p>c. Offer to be submitted in INR currency and only Indian bidders are allowed to quote. Offers submitted in any other currency shall not be considered for the tender.</p> <p>d. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid.</p> <p>e. Prices should be valid for acceptance for a period of four months from the date of tender opening.</p>	

	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 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.	
	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 alongwith 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.	
	i. 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.	
	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.	
21	<p><u>Integrity Pact:</u> 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. (Mandatory condition). The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p>	
22	<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. a) Smt. Anjana K R, GM (Design) b) Mr. Shibu John, DGM i/c (Finance) c) Smt. Bindu Krishna, AGM (Legal)</p>	

23	SUB CONTRACTING AND ASSIGNMENT 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.	
24	<u>General</u> a. 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 that all the terms and conditions are acceptable.	
	b. Only Part –I will be opened initially on the due date of tender. The Part II will be opened only after evaluation of the Part I. Date of opening of the Part II will be intimated to those eligible firms after Part I evaluation. Date of opening of the Price part (Part III) will be intimated to those firms whose Techno- commercial bids (Part II) 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.	
25	P.O:- a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by CSL on the basis of agreed terms and conditions of tender.	
	b. 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.	
26	SUPPLY: - 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.	
	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) 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. For effecting return, the unit price of said items shall be reflected in the price breakup during order finalisation. If there is no price breakup, item return/re export is not possible.	
	d) 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.	

	e) Rectification of defects attributable to Vendor 1 (Refer Annexure A of Prequalification Criteria) shall be Vendor 1's liability and rectification of defects attributable to Vendor 2 shall be Vendor 2's liability.	
27	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.	
28	<p>a) Prior intimation on consignment delivery to CSL has to be issued to CSL. Any lack of documentation / incorrect documentation/ insufficient documentation and delay/ hold up of items view above will be to supplier account including associated costs, if any.</p> <p>b) For all import consignments, Bill of lading shall clearly mention the local agent details at Cochin, failing which associated delay and costs in Customs clearance will be to supplier account.</p> <p>c) Availability of shipping documents to effect cargo clearance, in time, is to be ensured, failing which delay in cargo clearance and its associated costs will be to shipper's account.</p>	
29	Any excess material supplied on free of cost basis shall be permitted to be taken back at supplier's cost subject to such declaration at the time of supplies (Import & Indigenous). Such excess items shall be under a separate invoice with declaration.	
30	Bidder details for order placement to be mentioned in offer.	
31	Tracking sheets for consignments/deliveries, CSL inspection and acceptance, Drawing approvals etc. shall be initiated by CSL. Supplier shall periodically update the same in liaison with CSL purchase team.	
33	Receipt inspection at CSL shall be carried out by CSL QC team jointly with your representative. All requisite documentation including packing list, certificates, approved drawings etc are to be submitted to Materials department in advance for enabling inspection.	
34	Detailed Packing list (considered as actual supply quantity) shall clearly mention individual items in package and shall be the basis for physical inspection on receipt. Release of final 10% payment is linked to tally of item and quantity (please refer clause (12) on payment.	
35	<p><u>Inspection Clause :</u></p> <p>All goods are subject to inspection by CSL and, where stipulated by any other inspection agency nominated by CSL for this purpose either at the suppliers works or after delivery at our stores. Rejected goods will be returned to the supplier at his cost including freight on original shipment wherever applicable.</p>	
36	Tools/Machinery, if any to be returned to be separately declared at the time of import/supply to CSL with a separate invoice.	
37	Preservation/storage requirements for specific items to be informed to CSL.	
38	Spare requirements as per PTS No. N3029022601, clause (8) to be included in offer, and to be quoted separately, to be considered for L1 computation.	
	Makers recommended installation/commissioning spares are to be supplied alongwith the system. Any additional spares required during commissioning shall be arranged by OEM free of cost. Special tools if any required shall also be included in the scope.	

	Spare parts which are mandated by Classification Society for the intended operation to be provided.	
39	Certification requirements as per clause (6) of PTS No. N3029022601 complied. List of certificates item wise that will be submitted, listed into offer.	
40	<p>CSL may, by notice in writing to supplier, terminate the contract after issuing due notice i.e., 15 days notice period. 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> <p>It is hereby clarified that any termination by CSL, either in terms of this clause or otherwise will be without prejudice to the rights of CSL to claim damages (liquidated or otherwise) and without prejudice to risk and cost clauses/ forfeiture clauses in this tender.</p> <p>If the termination is on account of any default on the part of CSL, any claim by supplier shall be limited to what is due to be paid by CSL for the material delivered/work done as per the payment milestones.</p>	
41	Unpriced format of price as per Annexure-4 shall be submitted alongwith techno commercial bid with clear mention wherever prices are quoted.	
42	<p><u>PREQUALIFICATION CRITERIA</u></p> <p>a) Response issued to be pre qualification criteria at Annexure-5 (page 1 to 2).</p>	
	<p>b) Prequalification supportings will be verified appropriately to ensure authenticity of documents submitted.</p> <p>c) Offers meeting the pre qualification criteria are only eligible and those offers only shall be considered for techno-commercial evaluation. Offers received without complying the prequalification criteria will summarily be rejected without any further communication from CSL side.</p>	
43	<p>Pre-bid meeting</p> <p>a. The bidder or his official representative is advised to attend a Pre-bid meeting which will be convened at the office of Chief General Manager (Materials)) at CSL. The meeting shall be attended by techno-commercially competent senior representative(s) of the bidder duly authorized. Date of the pre-bid meeting is 06 March 2023 at 03:00 PM (IST).</p> <p>b. All bidders are advised to study the bid document thoroughly and come prepared for the meeting.</p> <p>c. The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage. Minutes of meeting will be prepared.</p> <p>d. Any bidder requiring a clarification of the proposal document must notify CSL in writing, at least four (4) days in advance to the pre-bid date in the pre-bid questionnaire format placed at Annexure-5 . Any request for clarification in writing must be addressed to lalin.divan@cochinshipyard.in and ben.thomas@cochinshipyard.in.</p> <p>e. The compilation of all clarifications sought / queries raised during the pre-bid meeting and its replies shall be issued as a corrigendum. Any modification of the tender documents which may become necessary as a result of the pre- bid meeting shall be made by CSL exclusively through the issuance of an addendum/corrigendum against tender.</p> <p>f. At any time before the submission of proposals, CSL may, for any reasons, whether at its own initiative or in response to a clarification requested by a bidder, modify the documents by amendment.</p> <p>g. The corrigendum's will be notified only on CSL/Govt websites and no separate paper advertisements will be issued.</p>	

	<p>Unpriced format of price as per Annexure-4 shall be submitted alongwith techno commercial bid with clear mention wherever prices are quoted.</p> <p><u>Earnest Money Deposit (EMD)</u> drawn in favour of Cochin Shipyard Limited in the form of bank guarantee, through any nationalised / scheduled bank in India for a value of Rs 1.0 Lakh (One lakh only) is to be submitted along with technical bid as per format at Annexure-7.</p> <p>In the event of bidder withdrawing his proposal before the expiry of 120 days from the due date of tender submission, EMD shall be forfeited. If the successful bidder fails to acknowledge the order or fails to furnish the required security deposit within the specified time limits, then also EMD shall be forfeited. EMD furnished by all bidders except the successful bidder will be released after finalisation of the tender and issuing orders and its acceptance. EMD in respect of successful party will be released after furnishing of the necessary Security Deposit/Performance Guarantee as per terms of order or the same shall be adjusted against value of Performance Bank guarantee and PBG shall be furnished for the balanced amount.</p> <p>Demand Draft in favour of CSL (for indigenous bidders) is also permitted. Validity of EMD shall be 4 months from date of offer submission plus grace period of 28 days</p> <p>EMD is to be issued preferably by the same firm on whom order is to be placed/legally valid parent company in the same currency of order.</p> <p>However EMD validity shall be extended in the event tender finalization extends beyond above period till period as mentioned above.</p> <p>IDBI BANK LTD, PANAMPILLY NAGAR, KOCHI – 682036 Swift Code: IBKLINBB027 Account No: 084103000002318 IFS CODE: IBKL0000084 AD Code : 6910461</p> <p>i) Original EMD is to be submitted alongwith Part I of the bid in a separate cover, in case of bidders who submit hard copy of EMD as a bank guarantee. Copy of EMD shall be made available to CSL in advance of tender opening.</p> <p>Acceptance of bids shall be after verification and confirmation of EMD submitted as a bank guarantee.</p>	
44	<p><u>Conditions for Consortium</u></p> <p>a. Technically competent and prominent firm (who meets the entire PQ criteria) in the consortium shall act as lead partner.</p>	
	<p>b. The lead partner shall be authorized by submitting a legally certified power of attorney signed by consortium partners.</p>	
	<p>c. Same consortium members should not be part of two or more separate bids for the current enquiry.</p>	
	<p>d. Subsidiaries/ members of same group should not be part of two or more separate bids for the current enquiry.</p>	
	<p>e. The Tender may be signed by all consortium members. Alternatively, only the lead partner may sign the Tender. In such a case, the Power of Attorney from each member authorizing the lead partner for signing and submission of the Tender on behalf of each individual member must accompany the Tender.</p>	

	f. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the association. Issuance of invoices and associated payments shall be preferably with lead partner only. (However, in exceptional cases, CSL shall process the invoices and make payments in respect of orders placed separately on the consortium member to be specified in offer / consortium agreement accordingly). However all such payments shall be after endorsement by lead partner.	
	g. In the case of a consortium, the liquidated damages would be deducted from the lead partner. The LD so deducted from lead partner includes the LD applicable to the other consortium member also. However, in exceptional cases, CSL shall deduct LD from respective firms on whom orders are to be placed (to be specified in offer/consortium agreement accordingly). In the case of consortium, EMD/Security Deposit/Performance Bank Guarantee shall be issued preferably by the lead partner of the consortium. However, in exceptional cases, EMD/ Security Deposit/ Performance Bank Guarantee shall be issued as follows: Each consortium Partner shall individually furnish EMD/Bank Guarantee/Security Deposit to the Employer for its scope of work under the Contract. In the alternative, either of the Consortium Partners may with the consent of the Employer furnish EMD/Bank Guarantee/Security Deposit for the entire Contract	
	h. The lead partner shall undertake full responsibility for the scope of the tender and shall co-ordinate the supply with the consortium member and with CSL during the tender evaluation period as well as during execution of the contract.	
	i. Lead partner shall be liable and responsible to CSL for performance of all obligations of their consortium including terms and conditions of orders placed on consortium, if any.	
	j. Lead partner is solely responsible for the guarantee of supplied items. Each defect under the purview of guarantee clause shall be attended by the lead partner or other partner or their representative complying to the scope of guarantee mentioned in this tender. Lead partner shall ensure all possible steps to clear the defects under guarantee clause within a short span of time.	
	k. The Tender shall be accompanied by a certified copy of legally binding Consortium Agreement (exactly in the form attached) signed by authorised representative of the Consortium member confirming the following: i. Date and place of signing. ii. Purpose of Consortium. iii. A clear and definite manner including the proposed administrative arrangements for management and execution of material supply. iv. Description of duties / responsibilities and scope of material supply to be undertaken by each firm. Duties, responsibilities and power of lead partner shall be specifically included. v. Lead partner takes the full responsibility for timely completion of works and coordinates between CSL, specified agencies and consortium member during Tender evaluation period. vi. Lead partner is responsible for resolving disputes / misunderstanding / undefined activities, if any, between consortium member and CSL. vii. Any correspondence and agreement exchanged with lead partner of	

	<p>consortium shall be binding for all consortium members.</p> <p>viii. Lead partner is liable to CSL for the performance of the contract.</p>	
	1. Validity of the consortium shall firmly be valid until the provisions as per consortium agreement.	
45	Estimated number of containers for the import scope of supplies to be indicated	
46	Material supply cost is to include fees for certification of components, equipment's material & systems.	
47	Any other items required for completion of the envisaged work as per PTS, based on detailed design carried out by firm and as per site requirements and to the satisfaction of DNVGL, Owner & Yard are to be supplied by firm, without extra cost to yard.	
48	In event bidder fails to complete the work promptly and satisfactorily as per the terms and conditions of the order and if the work is delayed for fifteen (15) days or more from the agreed schedule, CSL shall initially provide reasonable time for the completion, failing which yard may entrust any other agency for subject work with cost to be deducted from supplier's account or work shall be taken up by yard wherein costs shall be as per yard's prevailing man day rate and deducted from supplier's account.	
49	The bidder shall be familiar with the various rules and regulations, labour laws, working environment in CSL including manpower mobilization, provisions and requirements (including tax related, import related etc.) in India for effecting material supply to Cochin, India and carrying out installation & commissioning work as per tender.	

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

A	Requirement of registration
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1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below .In works contracts , including turkey contracts , contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt. of India has extended lines of Credit or in which Govt .of India has development projects alongwith the offer as proof of registration with competent authority , failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above alongwith tender documents for consideration of offer (Wordings are as per Clause below) .If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted alongwith 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) .
2	Wordings of certificate to be submitted alongwith tender documents for Works involving possibility of sub contracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries . I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor 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)
B	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement , registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) . Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance , department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any ,member of a consortium or joint venture , 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.

2	<p>"Bidder from a country which shares a land border with India" for the purpose of this Order means:-</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	<p>Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation</p>
	<p>Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.</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.

PRICE BID FORMAT -DESIGN AND SUPPLY

Tender Enquiry No:
Vessel/Project: SH 29-36

Tender Enquiry Date:

SL. NO	DESCRIPTION	Qty./Ship set (Set)	Currency	Unit Rate	Total Price
1	Design and Supply of Superstructure Outfit Package (Import) as per tender document, on CIF Cochin Basis (High Sea Sales) .	1 Set	INR		
2	Spares-Superstructure Outfit Package (Import) as per tender document, on CIF Cochin Basis (High Sea Sales) .	1 Set	INR		
3	Design and Supply of Superstructure Outfit Package (Indigenous) as per tender document, on FOR CSL Store Basis without taxes.	1 Set	INR		
4	Spares-Superstructure Outfit Package (Indigenous) as per tender document, on FOR CSL Store Basis without taxes.	1 Set	INR		
5	TOTAL BASIC PRICE FOR ONE SHIPSET				
6	TOTAL BASIC PRICE FOR 8 SHIPSETS				
7	Packing & Forwarding Charges / FOB Charges	8 Shipsets			
8	Other Charges, if any	8 Shipsets			
9	Freight and Insurance Charges	8 Shipsets			
10	GST (as applicable) for Indigenous Item (3 and 4)				
11	HSN CODE				
12	Unloading	BY CSL			
13	Total Order value (CIF COCHIN SEAPORT / FOR CSL STORES PRICE ie. 6+7+8+9+10)				
14	Delivery Period as per CSL Requirement Enclosure 3 and 4 of Purchase Technical Specifications	SH 29-30: SH 31-32: SH 33-34: SH 35-36:			

PLEASE REFER L1 and split order methodology provided at **Annexure 5 (Prequalification criteria)**

* L1 shall be determined after subtracting GST.

* Taxes and Duties extra as applicable at the time of despatch, shall be applicable.

Signature :
Name & Address of the firm :

Important Note:

Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether "Amount quoted/ Nil/ Included/ By CSL" against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.

PRICE BID FORMAT -INSTALLATION AND COMMISSIONING

Tender Enquiry No:
Vessel/Project: SH 29-36

Tender Enquiry Date:

SL. NO	DESCRIPTION	Qty./Ship set (Set)	Currency	Unit Rate	Total Price
1	INSTALLATION AND COMMISSIONING of Superstructure Outfit Package (including supply of associated consumables)	1 Set	INR		
2	TOTAL BASIC PRICE FOR ONE SHIPSET				
3	TOTAL BASIC PRICE FOR 4 SHIPSETS				
4	GST/Taxes (as applicable)				
5	HSN CODE				
6	Total Order value (For Installation & Commissioning On Board Vessel)				
7	Installation / Commissioning schedule : as per Enclosure 4 of PTS				

PLEASE REFER L1 and split order methodology provided at **Annexure 5 (Prequalification criteria)**

* L1 shall be determined after subtracting GST.

* Taxes and Duties extra as applicable at the time of despatch, shall be applicable.

Signature :

Name & Address of the firm :

Important Note:

Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether "Amount quoted/ Nil/ Included/ By CSL" against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.

Pre qualification criteria

Sl No	Description	Compliance by Supplier (YES/NO)	If Yes , name of the document submitted for verification (Refer Note for details of the documents to be submitted)
1	The average annual financial turnover during the last 3 years, ending 31st March 2022 should be at least INR 15 Crore.		
2	The bidding firm should not have the following in any of the last 03 financial years: (a) Negative cash flows (b) Current liability greater than current assets (c) Negative trend of profit of greater than 20% year on year		
3	Please confirm your acceptance of L1 methodology (Lowest Bidder) and Split order methodology as per Annexure -A (Only vendors who accept the L1 and Split order methodology will be considered for further processes) . Declaration as per point 2 of below note shall be provided.		
<p>Note : -</p> <p>1. In line with the financial criteria, the bidder shall submit their audited balance sheets for the last three financial years. Bidder should also provide credit ratings for the last three financial years from any authorized credit rating agency. Credit rating should not be below 'Good' or equivalent.</p> <p>2. Firm shall submit a letter in their letter head confirming to the acceptance of order either as Vendor 1 or as Vendor 2 as per the L1 and Split order methodology in Annexure -A of Prequalification Criteria.</p> <p>3. Prequalification supportings will be verified appropriately to ensure authenticity of documents submitted. Signed doc evidences in support of each eligibility criteria is to be mentioned For arriving at financial figures with respect to PQ criteria , wherever foreign currency is applicable, Exchange rate of financial year closing date of the respective country will be considered for conversion to INR</p> <p>4. Offers meeting the pre qualification criteria are only eligible and those offers only shall be considered for techno commercial evaluation. Offers received without compliance to prequalification criteria will summarily be rejected without any further communication from CSL side</p>			

Technical Prequalification criteria for Design, Supply, Installation & Commissioning of Superstructure Outfitting works of Ship 029-036 (7K MPV)

Firm shall meet all the following prequalification criteria at Sl. no. 1 & Sl. no. 2. Firm shall furnish the details of Purchase order, Packing list and other relevant documentary proof of layout designs carried out by firm (endorsed by Subject shipyard where the vessel was built or Subject Vessel Owner or Notary) to substantiate the same along with IMO no. and Name of the subject vessel.

SL. No.	Prequalification Criteria	Firm's Response (Yes/No)	If Yes, Name of the document submitted for verification
1	<p>The firm should have successfully completed* design[#], supply, installation & commissioning of any 8 of the following 12 Superstructure Outfitting items for at least 1 new built seagoing vessel (overall length of 75 m or above with living space accommodation) in the last 8 years.</p> <ul style="list-style-type: none"> I. Ceiling, Partition, Lining panels II. Furniture III. Insulation (Fire, Thermal, Sound) IV. Flooring V. Panel doors VI. Steel, GRP doors VII. Windows, Scuttles VIII. Toilet modules IX. Electrical cabling X. HVAC equipment, ducting & piping XI. Steel, Plastic, Copper piping XII. Galley, laundry, mess room equipment 		
2	<p>The firm should have secured confirmed orders for design[#], supply, installation & commissioning of any 8 of the 12 Superstructure Outfitting items (listed at Sl. no. 1 above) for at least 1 new built seagoing vessel (overall length of 75 m or above with living space accommodation) in the last 5 years.</p>		

* Delivery of the vessel to owner/ Work completion certificate signed by Shipyard

Layout Design to meet Ship specification/requirements.

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.

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:

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:.....