

TENDER ENQUIRY

Tender Ref. No: **MP1/ HOTEL ACCOMMODATION-1/INS
TARASA/CMSRU**

Dt. 19/05/2023

Dear Sir,

Sealed Tenders in **Two Bid**, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in two separate covers as 'Part I Techno Commercial' & 'Part II Price' for **Hotel Accommodation for Refit Monitoring Team of INS TARASA at CMSRU**, which is at **CSL MSRU (Cochin Shipyard Ltd- Mumbai Ship Repair Unit), Mumbai** for refit.

1 The offers as above should reach the undersigned on or before the last date and time shown. Tenders should be addressed to "The General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, and Mumbai-400001".

2. **Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before 15.00 hrs. (IST) on 01.06.2023, if delivery of sealed offers cannot be ensured at CSL on the due date.**

3. The offer shall indicate payment terms and other terms and conditions.

4. Quotation should be valid for a period of 180 days.

5. Quotation can be submitted by email as a password protected document (price part only) to the following email address.

loganathan.m@cochinshipyard.in

niranjan.kumar@cochinshipyard.in

vikas.kumar@cochinshipyard.in

lijo.jacob@cochinshipyard.in

OR

In a sealed envelope addressed to "The General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, and Mumbai-400001".

Last Date & Time of Receipt of Tender: 01/06/2023 at 15.00 Hrs. IST.

Tender Opening date &time: 01/06/2023 at 15.30 Hrs. IST.

NOTE: Amendment if any will be notified on CSL/Govt. Website. The bidders are requested to keep themselves informed of the development by visiting CSL website www.cochinshipyard.com and the CPP portal www.eprocure.gov.in regularly. Such amendments shall be binding upon them.

Enclosures: -

1. Special Instruction for Two Bid Systems
2. Scope of work
3. Price bid format
4. Rules for engaging workmen at CMSRU
5. CSL-MSRU HSE booklet
6. Specific Terms & conditions
7. General Terms & conditions
8. Compliance matrix
9. Unpriced bid format
10. HSE Guidelines

Signed copy of following documents shall be submitted along with unpriced Price bid format clearly indicating quoted/not quoted against each job scope as per CSL P- bid format (Unpriced bid no need to protect with password, if send as soft copy in E mail).

1. Scope of work
2. Price bid format
3. Rules for engaging workmen at CMSRU.
4. Specific Terms & conditions
5. General Terms & conditions
6. Compliance matrix
7. HSE Guidelines.

Price bid duly signed and sealed by the authorized person need to be protected with password and shall be separately attached/enclosed in the mail. Offer submitted in single bid will not be considered.

In case of technical queries, please contact Shri. Lijo S Jacob (DM-CMSRU) (Mob No.8606851711)

Yours faithfully,

General Manager (CMSRU)

CSL-MUMBAI SHIP REPAIR UNIT (CMSRU)
Mumbai
SPECIAL INSTRUCTION FOR TWO BID SYSTEMS

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate sealed covers super scribed in capital letters as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tenderer.

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:-

- I. Drawings & Technical Literature, if any
- II. Other conditions, if any
- III. Signed and stamped copy of Scope of Work (Encl 2), Rules for engaging contractor's workmen in CSL-MSRU (Encl 4), Specific terms & Conditions (Encl 6), General Terms and Conditions (Encl 7) & Compliance Matrix (Encl 8)
- IV. Deviation list, if any
- V. Price bid without price clearly indicating quoted/ not quoted against each line item/ DL.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- a. Price against each work.
- b. Taxes & duties as applicable shall be indicated.

4. CSL/CMSRU reserves the right to alter, modify the scope of supply at them discretion and consistent with the Navy Policy as applicable to the contract from time to time.

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial Part. Firms will be intimated the date of opening of the price part, whose Techno commercial bid is acceptable, in due course.

6. The tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.
9. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
10. 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.
11. Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
12. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
13. The bidder shall submit a signed & sealed copy of the tender document including Encl 2, 5, 6 & 7 along with their bid as token of acceptance of terms & Conditions.
14. An Integrity Pact as per CSL/CMSRU format is to be signed and submitted later (if necessary).
15. The quantity projected in the scope of work is estimated. There may be upward/downward variations in actual quantity.

Deputy General Manager (Ship Repair Materials)

SCOPE OF WORK

MP1/HOTEL ACCOMMODATION1/INS TARASA/CMSRU			ENCL.2	
SL NO	DL NO.	Job Description	Qty	UoM
1	DL A1 (a)	Single occupancy hotel accommodation - 06 Nos. Amenities to be provided for each room: i) Attached toilet/bathroom with hot water facility. ii) Air conditioning. iii) 24X7 wi-fi usage facility. iv) In-room dining facility. v) Provision of newspapers (02 nos) and periodical (03 nos) in English and Hindi. vi) Basic linen in each room. vii) TV with cable connection/subscription for the entire duration of stay. viii) Basic furnitures such as wardrobe, tables, chairs and racks.	60	Days
2		Twin sharing occupancy hotel accommodation - 25 Nos. Amenities to be provided for each room: i) Attached toilet/bathroom with hot water facility. ii) Air conditioning. iii) 24X7 wi-fi usage facility. iv) In-room dining facility. v) Provision of newspapers (02 nos) and periodical (03 nos) in English and Hindi. vi) Basic linen in each room. vii) TV with cable connection/subscription for the entire duration of stay. viii) Basic furnitures such as wardrobe, tables, chairs and racks.	60	Days
Terms and conditions:				
1. Awarding contract may be line wise, final selction of hotel under CMSRU decision.				
2. Payment shall be made on actuals.				
3. Technical acceptance will be based on site inspection of facility by CMSRU officials.				
4. Vendor should have facility around the perifery of 04 To 06 Kms distance from the Green/yellow/blue gate of MbPA				
5. No of days & Room quantity will be reduced or increased by 50% from above projected stay duration based on requirement projected by CMSRU officials prior intimation.				
6. Sanitization facility and change of room linen to be facilitated as and when required by occupants.				
7. CSL Mumbai Ship repair unit (CMSRU) reserves the right to reject any or all the offers without assigning any reason whatsoever.				
8. Payment shall be made in monthly basis after receipt of invoice from vendors at CMSRU.				
9. Accommodation is required for a tentative duration of 60 days and shall commence tentatively from April 2023 last week or May 2023 first week.				
10. Laundry/ironing service 06 pieces per day for per person, for entire stay duration to be provided by vendor.				
11. Parking area in holet to be provided for minimum of 10 nos 4-wheeler & 30 nos 2- wheeler.				
12. Common Recreation area inclusive of Gym, Sports area and associated facilities may be provided.				
13. CMSRU reserve rights to amend above scope of work & delete line items as indicated above without assigning any reason whatsoever.				
14.CMSRU reserves the right to award the contract to one or more firms during the pendency of this contract, depending upon the actual necessity.				
15. All services are to be provided to the complete satisfaction of ship owner/customer and in case of any shortcomings in terms of quality, safety, behavior of staff, hygiene/cleanliness etc., the contract shall be terminated with short notice.				

Seal&Sign of authorised person

PART B : Experience of the Tenderer for Pre-qualification criteria :

Average Annual Turnover:

Sl no	Year	Turn over	Documents Attached
(i)	01 Apr 2019 - 31 Mar 2020		
(ii)	01 Apr 2020 - 31 Mar 2021		
(iii)	01 Apr 2021 - 31 Mar 2022		

Experience of Executing Orders / Works:

Sl no	Name & address of the Organization	Value of contract	Duration of contract	
			From	To

Acceptance Criteria for Pre-Qualification: Only firms satisfying the below criteria will be technically qualified: -

- Average annual financial turnover during the last 3 years, should be at least 20 lakhs INR. Vendor should have experience in similar hotel business as indicated in scope of work.
- Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three completed works costing not less than the amount equal to 25 lakhs INR.

Or

Two completed works costing not less than the amount equal to 30 lakhs INR.

Or

One completed works costing not less than the amount equal to 50 lakhs INR.

Seal & Sign of authorized person



COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)

CSL- Mumbai Ship Repair Unit (CMSRU),
Hughes Dry Dock Office Building, Green
Gate, Shoorji Vallabhdas Road, Fort,
Mumbai, Maharashtra-400001
Web: www.cochinshipyard.com

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

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

**COCHIN SHIPYARD LIMITED****(A Government of India Enterprise)**

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

Place:

Signature of Contractor/authorised signature

Date:

of firm or agency:

firm/agency:

Name of contractor or authorised signatory of

Designation:

Address:

Contact No:

PRICE BID							
MP1/HOTEL ACCOMMODATION1/INS TARASA/CMSRU ENCL.3							
SL NO	Job Description	Qty	UoM	Unit price for per day per person	Unit price for per day 06 persons	GST%	Total amount for 60 days
1	Single occupancy hotel accommodation - 06 Nos. Amenities to be provided for each room: i) Attached toilet/bathroom with hot water facility. ii) Air conditioning. iii) 24X7 wi-fi usage facility. iv) In-room dining facility. v) Provision of newspapers (02 nos) and periodical (03 nos) in English and Hindi. vi) Basic linen in each room. vii) TV with cable connection/subscription for the entire duration of stay. viii) Basic furnitures such as wardrobe, tables, chairs and racks.	60	Days				
				Unit price for per day per twin sharing room	Unit price for per day 25 twin sharing rooms	GST%	Total amount for 60 days
2	Twin sharing occupancy hotel accommodation - 25 Nos. Amenities to be provided for each room: i) Attached toilet/bathroom with hot water facility. ii) Air conditioning. iii) 24X7 wi-fi usage facility. iv) In-room dining facility. v) Provision of newspapers (02 nos) and periodical (03 nos) in English and Hindi. vi) Basic linen in each room. vii) TV with cable connection/subscription for the entire duration of stay. viii) Basic furnitures such as wardrobe, tables, chairs and racks.	60	Days				
Total amount							
GST amount							
Total amount inclusive of GST							

Seal&Sign of authorised person

Rules for engaging contractor's workmen in CSL-MSRU

- I) The following labour statutory compliance measures should be followed by contractors working in CSL Mumbai Ship Repair Unit;
 - 1. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under EPF.
 - 2. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under ESI.
 - 3. If the contractor is engaging less than 10 contract workmen and they are exempted under ESI/EPF, their workmen should be covered under Employee Compensation policy.
 - 4. The wage payment for workers should be disbursed through bank payment only and contractor have to submit monthly Challan for ESI Remittance ,EPF Remittance and bank statement of wage disbursement along with their monthly bills.
 - 5. If the contractor is engaging 20 or above contract workmen, they should take the Labour Licence under Contract Labour Contract Act.
- II) The contractor is solely responsible for complying ESI & EPF rules for contract workmen engaged by them for the work.
- III) It is mandatory to submit police clearance from Mumbai Police station to issue gate entry pass. Hence all the workmen belong to other states shall have to take police clearance from their respective home station to submit application form for obtaining police clearance from Mumbai Police Station.
- IV) Employee/worker deputed for the work shall not be over 58 Years of age.

Seal & Sign of Authorized Person

Specific Terms & Conditions

Enqno:MP1/ HOTEL ACCOMMODATION1/INS TARASA/CMSRU

1. Payment Terms: Payment shall be made in monthly basis after receipt of invoice from vendor at CMSRU.
2. Validity of the offer to be accepted upto 06 months from the date of submission of offer, if necessary further to be extended as per the project schedule.
3. Accommodation has to be provided against CMSRU LOI/WO as per the instruction of executing officer.
4. CMSRU reserve rights to amend above scope of work & delete line items as indicated above without assigning any reason whatsoever.
5. CMSRU reserves the right to award the contract to one or more firms during the pendency of this contract, depending upon the actual necessity.
6. Offer requested for undertaking the scope on line item wise services. Final selection of L1 bidder will be under CMSRU side with proper inspection of hotels and amenities as per the scope.
7. L1 firm has to provide detailed price split up (if required) within 03 days from the date of confirmation from CMSRU.
8. The projected quantity may vary according to actual job scope. Hence final amount shall be calculated based on the actual work done certified by CMSRU executing officer. 50% +/- variation may applicable for this tender.
9. Firm to provide necessary valid certificates (wherever required).
10. CSL/CMSRU has the right to withdraw the tender in partial or full during the course of this tender.
11. CSL/CMSRU has the right to accept or reject any or all of the offers.
12. Vendors are requested to submit the bid in the attached price bid format (in Two Bid) for avoiding discrepancies/confusions during the comparison stage.
13. Vendors are requested to submit a signed copy of Encl. 2,4,5,6,7&8 along with unpriced Price bid format clearly indicating quoted/not quoted against each job scope with the Tech. bid for verification.

Seal & Sign of Authorized Person

GENERAL TERMS AND CONDITIONS FOR THE TENDER

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any, shall be specifically brought out in the offer. On-board inspection if required may be arranged prior to submitting the quotation.
2. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. In case of bids sent through email, then the documents should be password protected and the passwords should be passed on to the concerned officer while attending the bid opening or by email / SMS immediately before the tender opening against the request from officer.
4. Prices should be valid for acceptance for a period of three months (06 months) from the date of opening of tender.
5. No enhancement of rate for whatever 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.
6. Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bid.
7. Delivery term and delivery time / work completion time required for completing the job scope should be indicated in the offer.
8. The firm/ bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for “fall clause”. Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest Rate shall be applicable to the contract with CSL/CMSRU.

9. Manufacturer's name, their trademark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars etc., should be attached to the offer.
10. Force Majeure condition: 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/CMSRU 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.
11. Liquidated Damage: In case of delay in supply of ordered materials beyond the stipulated delivery period, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½%(half percent) per week or part of the week of the order value in the case of Machinery/Equipment and of the value of materials delayed in the Case of all other items, subject to a maximum of 10% of the order value.
12. Vendors are allowed to depute their authorized representative to be present at the time of opening of the price bid.
13. Indian Agent: Cochin Shipyard Ltd. is a fully owned Govt. of India Enterprise and prefers to deal directly with the vendor. However, if the vendor appoints an Indian Agent to deal with Cochin Shipyard Ltd., the commission payable by the vendor to such an agency shall be intimated. The Indian agent shall be enlisted with Director General of Supplies and Disposals under the compulsory registration scheme of Ministry of Finance.

14. Jurisdiction: 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 Ernakulum, Kerala, India.
15. In case advance payment is sought, interest at prime lending rates prevailing in India will be charged. In addition, a Bank Guarantee in the CSL format equivalent to advance amount is to be executed to cover the period till the advance payment is adjusted. Normally Advance payments are not encouraged.
16. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purposes. However the same will be considered while placement of purchase order if the firm turns out to be L1.
17. After submission of tender, no unsolicited correspondence will be entertained.
18. 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.
19. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as “List of Deviations”, failing which it will be presumed that all the terms and conditions are acceptable.
20. This tender shall be based on CSL MSME circular No. MAT/MSME/2016 dtd. 27.09.2018. Please refer <https://cochinshipyard.com/Msme> for the circular.

General Manager (CMSRU)

COMPLIANCE MATRIX**(TO BE SUBMITTED WITH THE "Technical" BID)**

SL.NO.	DESCRIPTION	REMARK
1.	ACCEPT THE ENTIRE SCOPE OF WORK AS PER ENQUIRY	YES / NO
2.	IF THE ANSWER TO QUESTION 1 ABOVE IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM SCOPE OF WORK ATTACHED/ NOT ATTACHED
3.	ACCEPT THE GENERAL TERMS AND CONDITIONS AND TENDER TERMS & CONDITIONS INDICATED IN THE ENQUIRY.	YES / NO
4.	IF THE ANSWER TO QUESTION 3 ABOVE IS NO, LIST THE DEVIATIONS AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM GTC.
5.	PAYMENT TERMS AS INDICATED IN ENQUIRY IS ACCEPTABLE.	YES / NO

(Signature of the Contractor)

Seal of the firm.

Health, Safety & Environment Contract Guidelines for OEMs /Turnkey jobs / Sub contract works inside CSL

Introduction

CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.

CSL is committed to provide safe and healthy work environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.

Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractors personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.

CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

I. General guidelines

1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/ QMS/S&F/SOP 02) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.
3. OEMs/Turnkey jobs /Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.
4. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.
5. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
6. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
8. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.

II. HSE requirements

1. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials,

equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.

2. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
3. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.
4. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work.
5. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
6. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
7. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
8. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
9. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
10. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
11. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.

**COCHIN SHIPYARD LIMITED
MATERIALS DEPARTMENT
PRE CONTRACT INTEGRITY PACT**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ---- month of..... , between, on one hand, the President of India acting through..... , Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the 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 PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/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: -

1. Commitments of the PRINCIPAL

1.1 the bidding process, bid evaluation, contracting on implementation process related to the contract 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, favor 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.

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.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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.

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 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 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.

3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 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.

3.14 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 favour 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 up to 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/recission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitors

8.1 The PRINCIPAL has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. (Details of Independent Monitor is given below).

Mr. P.K. Vijayakumar, IRS (Retd)

Madhavam, Vaniyan Lane Punkunnam P.O

Thrissur 680002.

Mobile: 8547381122,

Email: vkmenon78@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor 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

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

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

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

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

PRINCIPAL

Name of the Officer

OFFICER Designation

Deptt./MINISTRY/PSU

Witness Witness

1.....

2.....

BIDDER

CHIEF EXECUTIVE

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