

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED
कोची / COCHIN - 682 015

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज़ / TENDER DOCUMENT

TENDER NO. SB-OSD/GEN/817/2023 Dtd 15-11-2023

**TRANSPORTATION OF 3 Nos. CATAMARAN BOATS
FROM HOUGLY COCHIN SHIPYARD (HCSL) KOLKATA
TO VARANASI AND AYODHYA**



वसुधैव कुटुम्बकम्
ONE EARTH - ONE FAMILY - ONE FUTURE



NOVEMBER - 2023

विषय - सूची / CONTENTS

क्र.सं. Sl.No.	विवरण DESCRIPTION	संदर्भ REFERENCE
1	निविदा सूचना TENDER NOTICE	
2	जांच के नियम और शर्तें TERMS & CONDITIONS OF ENQUIRY	अनुलग्नक ANNEXURE I
3	सामान्य शर्तें GENERAL CONDITIONS	अनुलग्नक ANNEXURE II
4	कार्यों का विषय क्षेत्र/ तकनीकी विनिर्देश SCOPE OF WORKS / TECHNICAL SPECIFICATION	अनुलग्नक ANNEXURE III
5	वाणिज्यिक जांच सूची COMMERCIAL CHECK LIST	अनुलग्नक ANNEXURE IV
6	मूल्य बोली प्रारूप PRICE BID FORMAT	अनुलग्नक ANNEXURE V
7	अखंडता समझौता INTEGRITY PACT	अनुलग्नक ANNEXURE VI
8	बयान DECLARATION	अनुलग्नक ANNEXURE VII
9	निष्पादन योजना के लिए प्रारूप FORMAT FOR EXECUTION PLAN	अनुबंध APPENDIX A
10	अनुपालन के लिए मैट्रिक्स COMPLIANCE MATRIX	अनुबंध APPENDIX B
11	वित्तीय क्षमता के लिए प्रारूप FORMAT FOR FINANCIAL CAPABILITY	अनुबंध APPENDIX C
12	पोत विवरण/जीए चित्र VESSEL PARTICULARS/ GA DRAWINGS	अनुबंध APPENDIX D

**TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya****निविदा सूचना / TENDER NOTICE
कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED****पोत निर्माण प्रभाग / SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT**

SB-OSD/GEN/817/2023

15th November - 2023**निविदा सूचना / TENDER NOTICE****संक्षिप्त विवरण / BRIEF DETAILS:**

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/GEN/817/2023 Dtd : 15-11-2023
कार्य का नाम Name of work	Transportation of 3 Catamaran Vessels From Hoogly Cochin Shipyard (HCSL) Kolkata to Varanasi and Ayodhya.
निविदाएं प्राप्त करने की अंतिम तिथि और समय Last date & time of receipt of Tenders (भाग/Part I – तकनीकी-वाणिज्यिक बोली और भाग - II मूल्य बोली/ Techno-Commercial Bid & Part II-Price Bid)	27 th November - 2023 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	20 th November - 2023 at 11.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	27 th November - 2023 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<u>For Commercial queries:</u> Mr. Madhu P K, AGM (Outsourcing) Mob No : 73566 04501 <u>For Technical queries:</u> Mr. Shafeeq P J, AGM (OF) Mob. No: 98957 65893.



TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

नोट: इस निविदा के खिलाफ उद्धृत करने से पहले, संभावित बोलीदाता से अनुरोध है कि वे निविदा जांच दस्तावेज़ (और अनुलग्नक, यदि कोई हो) को पूरी तरह से और सावधानी से पढ़ लें। निविदा के नियमों और शर्तों में विचलन अत्यधिक हतोत्साहित किया जाता है। इसलिए, निर्धारित किसी भी नियम और शर्तों, योग्यता मानदंड, ईएमडी जमा करने से छूट के लिए पात्रता, दस्तावेज़ीकरण/प्रक्रियात्मक आवश्यकताओं आदि के संबंध में स्पष्टीकरण, यदि कोई हो, के संबंध में उत्पन्न होने वाले किसी भी संदेह को संभावित बोलीदाता द्वारा बोली जमा करने से पहले निरपवाद रूप से उपरोक्त सूचित व्यक्तियों के माध्यम से अनिवार्य रूप से स्पष्ट किया जाएगा।

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through above noted contact persons invariably before the submission of the Bid.

1. कोचीन शिपयार्ड लिमिटेड, एक प्रमुख पोत निर्माण और पोत मरम्मत उद्योग और वैश्विक पोत निर्माण के मोर्चे पर विख्यात, इच्छुक, प्रतिष्ठित, संसाधन संपन्न और वित्तीय रूप से सक्षम कंपनियों/ठेकेदारों को एकल चरण दो भाग बोलियों को प्रस्तुत करने हेतु आमंत्रित करता है।

Cochin shipyard Limited, a leading Ship Building & ship repair industry and also well known player on the global ship building front, invites interested, reputed, resourceful and financially solvent firms/contractors to submit single stage two part bids.

2. निर्धारित प्रपत्र में मुहरबंद प्रतिस्पर्धी निविदाएं निविदा जांच के अनुलग्नक में उल्लिखित नियम और शर्तों के अनुसार होनी चाहिए।

The Sealed competitive tenders in the prescribed form should be as per the terms and conditions as mentioned in the annexure to tender enquiry.

3. निविदा के कार्यक्षेत्र के विस्तार पर चर्चा करने के लिए निविदा पूर्व बैठक दिनांक **20.11.2023** को सीएसएल के योजना सम्मेलन कक्ष में पूर्वाह्न **11.00** बजे से आयोजित की जाएगी। पूर्व निविदा बैठक में भाग लेने के इच्छुक ठेकेदारों को अपने पूर्व निविदा प्रश्नों (यदि कोई हो) को दिनांक **18.11.2023** तक सकारात्मक रूप से सूचित और अग्रेषित करना चाहिए।

The pre-bid meeting will be held on 20.11.2023 at CSL from 11.00 Hrs to discuss the detail scope of work and other tender conditions. The Firms / Contractors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by 18.11.2023 positively.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

4. पूर्व निविदा बैठक में भाग लेने के लिए सूचना और पूछताछ, यदि कोई हो, तो निम्नलिखित मेल आईडी jithu.gl@cochinshipyard.in & adarsh.s@cochinshipyard.in पर समय पर अग्रेषित की जानी चाहिए।

Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID: jithu.gl@cochinshipyard.in. & adarsh.s@cochinshipyard.in

5. निविदाएं दो बोली प्रणाली में प्रस्तुत की जानी हैं; भाग I: तकनीकी वाणिज्यिक बोली और भाग II: सॉफ्ट कॉपी के रूप में मूल्य बोली और निर्धारित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी के पास पहुंच जानी चाहिए:

The tenders are to be submitted in two bid system; **Part I : Techno Commercial Bid** and **Part II : Price Bid** as Soft copy and should reach the undersigned on or before the date and time as stipulated:

6. **MODE OF SUBMISSION OF BIDS**

- a. निविदा केवल ई-मेल के माध्यम से सॉफ्ट कॉपी में प्रस्तुत की जानी चाहिए। सीएसएल किसी अन्य प्रकार की निविदा स्वीकार नहीं करेगा।

Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender.

- b. ई-मेल के विषय में स्पष्ट रूप से निविदा पूछताछ संख्या और जमा करने की देय तिथि का उल्लेख होना चाहिए। मूल्य बोलियों को पासवर्ड से सुरक्षित किया जाना चाहिए और जब तक मांगा नहीं जाता तब तक पासवर्ड अग्रेषित नहीं किया जाना चाहिए।

The subject of the E mail should clearly state the tender enquiry number and due date of submission. Price Bids are to be password protected and password is not to be forwarded unless asked for.

- c. निविदा दस्तावेज़ पीडीएफ प्रारूप में प्रस्तुत किया जाना चाहिए और पीडीएफ प्रारूप से सीधे खोला जा सकता है। उपरोक्त का अनुपालन न करने वाले प्रस्तावों को बिना किसी सूचना के सरसरी तौर पर खारिज कर दिया जाएगा। Tender Documents should be submitted in PDF Format and Directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.

- d. निविदाएं, तकनीकी - वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से **“SB-OSD/GEN/810/2023”** विषय के साथ प्रस्तुत की जाएगी।

Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via email , with subject as **“SB-OSD/GEN/810/2023”** to:

- (i) jithu.gl@cochinshipyard.in
(ii) adarsh.s@cochinshipyard.in

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

प्रतिलिपि / Copy to:

(iii) madhu.pk@cochinshipyard.in

(iv) ajithkumar.n@cochinshipyard.in

7. बोलियां दिनांक 27 नवंबर - 2023 को अपराह्न 15.00 बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराह्न 15.30 बजे खोली जाएगी।

The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 27th November - 2023 and Part I Techno-Commercial Bid will be opened at 15.30 Hrs on the same day.

8. देर से आनेवाली निविदाएं/शर्तों वाली निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।

Late tenders / tenders with conditions will be summarily rejected.

9. सीएसएल ई-मेल द्वारा भेजी गई निविदाओं के विलंब, खो जाने या प्राप्त न होने की कोई ज़िम्मेदारी नहीं लेगा।

CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.

10. मूल्य बोली खोलने के लिए केवल तकनीकी रूप से योग्य बोलियों पर विचार किया जाएगा। तकनीकी पहलुओं और वाणिज्यिक शर्तों दोनों के लिए बोलियों का मूल्यांकन करने के बाद, तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं को भाग-II

Only technically qualified bids will be considered for price bid opening. After evaluating the bids for both technical aspects and commercial terms, the techno-commercially qualified bidders will be intimated regarding the date and time of opening of Part II - Price Bid.

11. केवल तकनीकी - वाणिज्यिक बोली खोलने को अनुबंध देने के लिए प्रस्ताव की स्वीकृति के रूप में नहीं माना जा सकता है।

Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.

12. भाग I (तकनीकी-वाणिज्यिक) बोली के साथ निम्नलिखित प्रस्तुत किया जाएगा:

The following shall be submitted along with Part I (Techno-commercial) Bid:-

- i. अनुलग्नक I, II, III, IV, V,VI और परिशिष्ट – A, B, C & D में रखे गए पूछताछ के नियम और शर्तें, समान्य शर्तें, तकनीकी विनिर्देश और आरेखण सहित सभी पृष्ठों पर विधिवत हस्ताक्षरित मूल निविदा दस्तावेज़।

Original tender document duly signed on all pages - including Terms & conditions of enquiry, general conditions, technical specification and drawings placed at Annexure I, II, III, IV, V,VI & Appendix- A, B, C & D

- ii. अनुलग्नक IV में तकनीकी वाणिज्यिक जांच सूची पूरी तरह से भरी हुई है और विधिवत हस्ताक्षरित है। विधिवत भरी हुई तकनीकी वाणिज्यिक जांच सूची प्रस्तुत न करने पर बोलियों को अस्वीकार कर दिया जाएगा।

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

The techno commercial Check List at Annexure IV filled up completely and duly signed. The non submission of duly filled techno commercial checklist will lead to the rejection of the bids.

- iii. गैर-मूल्य बोली प्रारूप की प्रतिलिपि (कीमत/अंकों के बिना मूल्य बोली)।

Copy of un-priced bid format (price bid WITHOUT prices/numerals)

- iv. निविदा पूछताछ नियम और शर्तों से विचलन/बहिष्करण की सूची (यदि कोई हो)।

List of deviations/exclusions from the tender enquiry terms and conditions (if any).

13. पूर्व अनुबंध अखंडता संधि / PRE CONTRACT INTEGRITY PACT

निविदा में भाग लेने वाले बोलीदाताओं को पूर्व अनुबंध अखंडता समझौते पर हस्ताक्षर करना होगा, यदि बोली 1 करोड़ रुपए से अधिक है।

The bidders who are participating in the tender shall sign the pre contract integrity pact, in case the bid is above Rs 1 crore.

14. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES

सीएसएल वेबसाइट (www.cochinshipyard.in) के अनुसार एमएसएमई, स्टार्ट-अप आदि से संबंधित भारत सरकार की सार्वजनिक खरीद नीति पहल इस निविदा के लिए लागू होगी।

Public procurement policy initiatives of Govt. of India, pertaining to MSME's, Start-up etc. as per CSL website (www.cochinshipyard.in) shall be applicable for this tender.

15. कोचीन शिपयार्ड लिमिटेड (सीएसएल) ने ट्रेड्स पोर्टल अर्थात आरएक्सआईएल, एम1 एक्सचेंज और इनवॉयस मार्ट में पंजीकरण कराया है। वे विक्रेता जिन्होंने ट्रेड्स पोर्टल में पंजीकरण कराया है, वे ट्रेड्स पोर्टल के ज़रिए भुगतान को संसाधित करने के लिए संबंधित निष्पादन अधिकारी को सूचना के तहत संबंधित पोर्टल में चालान अपलोड कर सकते हैं। आपूर्तिकर्ताओं से अनुरोध है कि ट्रेड्स पोर्टल में चालान अपलोड करने से पहले, जहां भी लागू हो, गुणवत्ता निरीक्षण स्थिति के संबंध में संबंधित निष्पादन अधिकारी से जांच करें।

Cochin Shipyard Limited (CSL) has registered in the TReDS Portal viz., RXIL, M1xchange and Invoice Mart. Those vendors who have registered in the TReDS portal may upload the invoice in the respective portal under an intimation to concerned executing officer for processing the payment through TReDS portal. Suppliers are requested to check with the concerned executing officer regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.

16. सीएसएल के पास पूरा ऑर्डर देने या ऑर्डर की मात्रा का कुछ हिस्सा देने या काम को दो या दो से अधिक फर्मों/उपठेकेदारों में विभाजित करने या किसी भी निविदा को स्वीकार या अस्वीकार करने, या निविदा खोलने की तारीख बढ़ाने, और या कुल निविदा प्रक्रिया को रद्द करने और सभी को अस्वीकार करने का अधिकार सुरक्षित है।

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

अनुबंध प्रदान करने से पहले किसी भी समय निविदाएं। सीएसएल प्रभावित फर्म(फर्मों) के प्रति कोई दायित्व नहीं निभाएगा, सीएसएल की कार्रवाई के आधार के बारे में प्रभावित फर्म(फर्मों) को सूचित करने का कोई दायित्व नहीं होगा। बोलीदाताओं से अनुरोध है कि वे नोट करें और तदनुसार बोली लगाएं।

CSL reserves the right to place order whole or part of order quantity or split the work on two or more firms/subcontractors or to accept or reject any tender, or extend the tender opening date, and or to cancel the total tender process and reject all tenders at any time prior to award of the contract. CSL will not incur any liability to the affected firm(s), any obligation to inform the affected firm(s) of the grounds for CSL's action. Bidders are requested to note and quote accordingly.

17. मुख्य महाप्रबंधक, पोत निर्माण प्रभाग, कोचीन शिपयार्ड लिमिटेड, निविदा या उसके हिस्से को स्वीकार करने हेतु अधिकृत व्यक्ति है, जो न्यूनतम निविदा को स्वीकार करने हेतु स्वयं को बाध्य नहीं करता है और बिना कोई कारण बताए प्राप्त किसी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

Chief General Manager, Ship Building Division, Cochin Shipyard Limited, is the authorized person to accept the tender or part thereof, who does not bind himself to accept the lowest tender and reserves the authority to reject any or all of the tenders received without assigning any reason.



कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

ANNEXURE I

जांच की नियम और शर्तें / TERMS & CONDITIONS OF ENQUIRY

**TRANSPORTATION OF 3 CATAMARAN VESSELS FROM
HOOGLY COCHIN SHIPYARD (HCSL) KOLKATA TO VARANASI
AND AYODHYA.**

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for **Transportation of 3 Catamaran Vessels from Hoogly Cochin Shipyard (HCSL) Kolkata to Varanasi and Ayodhya.** as per the following documents:
 - 1.1.1. Cochin Shipyard Ltd - Terms and conditions (Annexure I)
 - 1.1.2. Cochin Shipyard Ltd - General conditions (Annexure II)
 - 1.1.3. Enquiry specification (Annexure III)
- 1.2. The scope of work includes **Transportation of 3 Catamaran Vessels from Hoogly Cochin Shipyard (HCSL) Kolkata to Varanasi and Ayodhya** in accordance with the enclosed Specifications and drawings, delivery schedule, CSL - Terms and conditions in all respects.
- 1.3. **Bidders are strongly requested to visit CSL/HCSL site and study the scope of work, NW1 route and route up to Varanasi and Ayodhya, before submitting their offer. Clarification, if any, required may be obtained from Mr. Safeeq P J , AGM (OF) before quoting.**

2. विक्रेताओं के लिए पात्रता मानदंड / QUALIFICATION CRITERIA FOR VENDORS

The Bidder should qualify the following PQ Criteria:

2.1. GENERAL

- 2.1.1. Bidder shall be a single firm.
- 2.1.2. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL or by any of the Public Sector Undertaking or Government department etc. The declaration of eligibility at Annexure VII shall be submitted in this regard.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

2.1.3. All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of any other than bidding firm will not be considered for bidding firm's qualification.

2.2. TECHNICAL EXPERIENCE

2.2.1. Technical pre-qualification requirement is given below:

- a) The bidding firm should have past experience in transportation of Cargo/ Boats/ vessels in National water Ways-1 (NW-1) Route by wet towing. For this purpose, firm should have completed at least 1 successful transportation of min weight of 25 MT using Tug/ Boat through NW-I route same shall cover at least 500 KM travel, relevant work order (or) completion certificate to be furnished
- b) Above said experience should be in wet towing using Tug/ vessel/ Boat, through NW1 route.
- c) Firms shall possess a valid license/ certifications as applicable and a copy of the same to be furnished with technical bid.
- d) The Bidder should have the track record of doing similar type of works continuously or in fragments, during the past seven (07) years ending on 10th November 2023, as specified below:
 - (i) 3 similar completed works each costing not less than the amount equal to 55 Lakhs,
or
 - (ii) 2 similar completed works each costing not less than the amount equal to 70 Lakhs,
or
 - (iii) 1 similar completed work costing not less than the amount equal to 1.0 Crore.

Note: Similar work(s) means planning and successful execution of transportation of small vessels/cargo/shipment/ODC/ material of weight not less than 25 MT using wet towing Tug or Boat, and same shall be at least 500 KM movement via Inland waterways-1(NW1) route. Bidders having similar work experience should not have any bad remarks in work performance which may lead to disqualification.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

- e) The Tug or Boat shall have valid license/certificates maintained as applicable on date of commencement of the work and should suit the load capacity and speed to meet delivery time lines.
- f) The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits. For this purpose, “Similar Works” has been defined and relevant order copies to be submitted along with this bid.
- g) Documents to prove credentials of the firm to undertake the subject work. eg: Details of available Tug, barges, vessel, Towing Boat, equipment’s & facilities, manning team, Work experience of similar job, etc. The firm has to submit the documents which validate the similar work(s) experiences
- h) The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.
- i) CSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

2.3. FINANCIAL CAPABILITY

- 2.3.1. The bidder shall have an average annual financial turnover of Rs. 40 Lakhs during the last three years ending on 31st March 2023.
- 2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its net worth, turnover and profit during the past three years. Certificate shall be as per the format placed at Appendix – C.
- 2.3.3. The applicant shall furnish a positive net worth certificate (from Chartered Accountant), to the effect that the tenderer is financially sound and has sufficient resources for security deposit / retention money and for executing the work as per schedule.

2.4. OTHER CONDITIONS:

- 2.4.1. Interested firms has to submit execution plan with Clear Route survey report to execute the contract i.e. transportation of 1st and 2nd Batch vessels from Hooghly Cochin Shipyard (HCSL) Kolkata to Varanasi and Ayodhya to be submitted along with the bid. This has to be submitted in the format placed at Appendix-A

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

- 2.4.2. The bidding firm shall have key personnel having single point of contact with contract details. He/she shall have adequate and specialized experience capable of discharging their responsibilities.
- 2.4.3. Tug, Boat, Equipments, machinery, Towing gear (Towing ropes, shackles, triangle plates as applicable) and other tools & tackles deployed by the firm shall possess the necessary valid certificates as per statutory requirements.
- 2.4.4. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.
- 2.4.5. Bidder should submit valid certificates, capacity, make, Date of manufacture and other details of tug or Boat proposed to execute the project as per scope of work mentioned in Annexure III and other conditions of this tender.
- 2.4.6. Bidder should submit duly signed compliance matrix placed at Appendix – B for technical deviation/queries if any along with the offer.
- 2.4.7. If required, the documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.
- 2.4.8. RIGHT TO VERIFICATION: CSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

3. प्रस्ताव की वैधता / VALIDITY OF OFFER

- 3.1. The offer shall be valid for acceptance for a period of 90 days from the date of opening of the Part-I Techno-Commercial Bid.

4. अनुबंध प्रदान करने का तरीका / METHOD OF AWARING CONTRACT

- 4.1. Contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1.
- 4.2. Once work order is placed successful bidder should be able to commence the transportation, within 07 days of prior intimation from CSL.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

4.3. CSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based on CSL requirement. The decision of CSL regarding the same shall be final and conclusive.

4.4. Total vessels to be transported under this contract are 3 Nos. However, CSL reserves the right to limit 1 or 2 vessels or to fix place loading and delivery in line with tender conditions as per CSL requirement. The decision of CSL regarding the same shall be final and conclusive.

5. **कार्य की प्रगति तथा समापन की समय - सारणी / WORK PROGRESS AND SCHEDULE OF COMPLETION**

5.1. The transportation to be completed and vessels shall be delivered to CSL/ IWAI authorities at Varanasi and Ayodhya within a period of **30 days** from the date of commencement of dispatching of each Batch from Kolkata as noted below:

5.2. Contractor shall report the progress of the transportation/voyage to CSL for every 12 hours by email.

Sl. No.	Description	Vessel No.	Destination / Port of Delivery	Indicative Dates	
				Date of Delivery readiness at HCSL, Kolkata	Delivery at destinations
1	Batch-1	Vessel-1	Designated berth at Naya ghat , Ayodhya	1 st Week of Dec-23	1 st Week of Jan-24
2		Vessel-2	Designated berth at Guptar Ghat, Varanasi	1 st Week of Dec-23	1 st Week of Jan-24
3	Batch-2	Vessel-3	Designated berth at Guptar Ghat, Varanasi	Mid Dec-23	Mid Jan-24

Note: The bidder can also mention most practical timeline for transportation, for the review and final decision by CSL.

6. **अनुबंध की वैधता / VALIDITY OF CONTRACT**

6.1. Once the contract is awarded, the price offered and mutually agreed shall remain firm (Contract concluded price as per Annex-V) till completion of work and no escalation in rate shall be allowed by CSL on whatsoever reason thereafter.

7. **बोलियां जमा करने के लिए दिशानिर्देश / GUIDELINES FOR SUBMISSION OF BIDS**

7.1. **Technical Bid (Part -I)**

7.1.1. **The following shall be submitted along with technical Bid, failing which the bid may be summarily rejected :-**

7.1.2. The technical bid as specified in the scope of work (Annexure III) duly signed shall be submitted along with the offer

7.1.2.1. Original tender document general Terms & conditions and technical specifications placed at Annexure I, II & III duly signed on all pages.

7.1.2.2. **Clear Route survey report to execute the contract i.e. transportation of 1st and 2nd Batch vessels from Hooghly Cochin Shipyard (HCSL), Kolkata to Varanasi and Ayodhya be submitted along with the bid.**

7.1.2.3. The commercial Check List at Annexure IV filled up completely and duly signed

7.1.2.4. Copy of un-priced bid format of each category of works at Annexure V.

7.1.2.5. As per Govt. of India guidelines, Integrity pact (IP) should be signed for all contracts above Rs. One Crore. Accordingly IP should be signed and forwarded along with the offer.

7.1.2.6. The declaration of eligibility at Annexure VII

7.1.2.7. All other documents relevant to this tender.

7.1.3. The non submission of duly filled commercial checklist will lead to the rejection of the bids.

7.2. **Price Bid (Part-II)**

7.2.1. The bid shall be comprehensive of the nature of **Transportation of 3 Nos. of Catamaran vessels** shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III and other terms & conditions of this tender.

7.2.2. The rates quoted by the contractor are deemed to include for all costs and expense, taxes, duties except GST in connection with the transportation under contract. No additional payment whatsoever shall be paid by CSL at any stage of this work. The payment of GST shall be paid as applicable.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

- 7.2.3. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.
- 7.2.4. The price bid shall be all inclusive of scope of contractor on lump sum basis and any rates on variable basis will not be accepted within the price bid and thereafter throughout the period of the contract. Any variable rates if deemed inevitable and applicable only in special cases/situations (not in the normal course of execution of contract) will only be considered for mutual agreement.
- 7.2.5. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V to the enquiry. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid.
- 7.2.6. Rates of individual line items for the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items of other bidders.
- 7.2.7. Currency: The price bids shall be prepared in Indian National Rupees (INR) for all bidders. Any deviation in this regard will not be acceptable.**
- 7.2.8. As per tender condition, the price bid which were not opened will not be returned back at any reason.
- 7.2.9. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

8. असामान्य रूप से कम उद्धृत दरें /ABNORMALLY LOW QUOTED RATES:

In case the price of L-1 Bidder is found to be unreasonably low and/ or bidder expresses desire to withdraw from the tender after opening of price bid, then tender will be cancelled and suitable penal action as per CSL procedure shall be taken against the firm.

9. कर / TAXES

9.1. GST shall be applicable extra on the prescribed work. Bidders should indicate the applicable GST percentage and HSN code of the category in the offer. Bidders are also requested to furnish the following details in the invoice/Bill.

9.1.1. Applicable rate of GST/SAC Code

9.1.2. Firms GST Reg. NO

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

9.1.3. Service accounting code (SAC) as prescribed by statutory authorities.

9.1.4. GST Reg. No. of Cochin Shipyard Ltd (32AAACC6905B1ZD).

9.2. Any new tax/duty that may be made effective by the government for this work and paid by the contractor shall be reimbursed on production of documentary evidence.

10. भुगतान की शर्तें / PAYMENT TERMS

10.1. Payment will be released on successful completion of delivery of vessels on certification by the officer-in-charge as noted below:

10.1.1 : 100 % payment on satisfactory completion of transportation and delivery of each vessels at designated locations (as per unit price at price bid format for vessels based on PoL and PoD) on submission of PBG.

10.2. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.

10.3. Invoice for payment should be submitted through VIM (Vendor Invoice Management) Portal in CSL web site.

<https://apps.cochinshipyard.in:446/vim/Home.jsp>

10.4. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices value above 10 Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.

10.5. Statutory levies such as I.T, Contribution towards PF, ESI etc., shall be deducted from the bill as applicable.

10.6. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.

11. प्रतिभूति जमा / SECURITY DEPOSIT

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

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

12. निष्पादन गारंटी / PERFORMANCE GUARANTEE

- 12.1. The complete work carried out by the contractor shall be guaranteed for performance security/forfeiture of work and/or performance of work and/or poor workmanship till the date of completion of work / final acceptance by CSL.
- 12.2. Towards this, a performance guarantee equivalent to 5% of the value of the contract is to be furnished by the contractor along with submission of bill by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank/ Scheduled Indian Bank, valid till the expiry of the contract. (Payment will be released only on submission of PBG)
- 12.3. PBG will be returned to the Contractor on completion of 01 month after successful completion of work on certification of nil liability to CSL by Officer-in charge.
- 12.4. Performance Guarantee is applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause.

13. बीमा / INSURANCE

- 13.1 The Contractor shall arrange to insure the subject vessels for the value of vessels (Approximate cost of Batch-1(2vessels):12 Cr plus Taxes per vessel; while for Batch-II(1vessel):13Cr plus taxes) in the name of Cochin Shipyard Limited, Cochin, immediately the issue of work order to cover all risks i.e. fire, theft, damage (partial or full), riots, natural calamity / accident/ otherwise including any claim payable to any third party against total / partial loss or damage arising out of any situation contingent on plying and/ or transport/mooring of the vessel on sea, river and /or terminals and/or any other places where the vessels may be repaired or kept or situated for such purpose from / on the date of signing of the Protocol of handing over, for the value as will be estimated by the CSL with the assistance of a registered/ recognized independent Valuer / Surveyor. The Insurance Policy shall be kept valid for the entire period of voyage commencing from the date of signing of Protocol of handing over till the date of signing of Protocol of return / taking over of the vessel. This policy shall remain in force till handing over of vessels at destinations to authorized officer of CSL/ IWAI authorities through signing of the Protocol of return. The Insurance Policy will be issued in favor of the Cochin Shipyard Ltd, being the legal owner of the vessels and the original policy will be submitted to Cochin Shipyard limited before the commencement of transportation. The Insurance Policy shall be obtained from any Nationalized Insurance Company in India.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

13.2 The insurance shall be done by the Contractor in the following manner:

- a) The vessel including aluminium hull, FRP super structure, Glass part and machinery etc.
- b) Comprehensive insurance, including wreck removal; and
- c) Protection & Indemnity insurance
- d) The Contractor shall also maintain at his own cost, personal and accident insurance for all the crew/ cargo vessels/ Towing Barge etc. being transported on all the 3 Nos. of vessels to cover any incident or accident or mishap that may occur during the course of transportation. Cochin Shipyard limited will be indemnified from any such incident or accident or mishap and will not be responsible for any such events or effects thereof.
- e) The documentary proof of all the above insurances will have to be submitted to the CSL by the Contractor prior to commencement of Transportation.

14. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES

14.1. The progress of work will be monitored against the mutually agreed detailed schedule referred in clause. Liquidated damages for delays in execution of the work envisaged as per this order, for any reason other than force majeure conditions, will be recovered at the rate of 0.5% of the basic value of the delayed work per day or part thereof, subject to a maximum of ten (10) percent of the basic value of the delayed work.

15. आदेश रद्द करना और जोखिम अनुबंध / CANCELLATION OF ORDER AND RISK CONTRACTING

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

15.2. In addition to above tender holiday will be imposed against the firm as per discretion of CSL.

16. कार्मिकों की सुरक्षा और प्राथमिक चिकित्सा / SAFETY OF PERSONNEL AND FIRST AID

- 16.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force.
- 16.2. The Contractor may arrange to suitably insure all his workmen/ other personnel in this regard. CSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- 16.3. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.
- 16.4. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.

17. अप्रत्याशित घटना / FORCE MAJEURE

- 17.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.
- 17.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15days from the date of occurrence / cessation.

18. मध्यस्थता / ARBITRATION

- 18.1. Any disputes arising during the currency of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.
- 18.2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein Specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.

18.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.

19. क्षेत्राधिकार / JURISDICTION

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

20. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS

20.1. Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer.)

20.2. All terms and conditions, other than those mentioned above, contained in the Enquiry specification and drawings (Annexure I), Cochin Shipyard Ltd - General Terms and conditions (Annexure II) and other annexure pertaining to this tender shall also be attested by the bidder as a token of acceptance.

20.3. CSL reserves the right to reject any or all bids without assigning any reasons whatsoever and or based on the past unsatisfactory performance by the bidders at CSL/other PSE's/Government Departments. After issuing the work order, CSL reserves the right to terminate the contractor if the performance of the contractor is not found satisfactory. The decision of CSL regarding the same shall be final and conclusive.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

21. SPECIAL TERMS & CONDITIONS FOR EXECUTION THE CONTRACT

The Contractor has to arrange all clearances such as from Costal permission/ Ports/ IWAI/ Towing Survey/ Total Voyage Certification from regulatory authorities. Marine Warranty Survey by agency recognised by the Marine Insurance Provider as applicable for the successful commencement of transportation from Place of Departure and for successful completion of the transportation at place of destination. The offer shall accommodate the scope.

21.1. The Contractor has to arrange Port permission/ tug or Boat assistance / clearance from Local authorities/IWAI/ any other formalities at required points, as applicable (for total transportation) including pilotage.

21.2. The Contractor has to arrange Customs clearance/formalities at PoL, destination points and intermediate ports, if required (for total transportation) for both the Barge/ Vessel/ Tug or Boat.

21.3. Any other applicable statutory as well as non-statutory requirements / permissions / formalities to be arranged/completed by the Contractor for successful commencement and satisfactory completion of this contract.

21.4. Survey by Regulatory Authorities, as applicable: The contractor shall arrange/coordinate the statutory marine warranty survey, Barge/ Vessel movement, towing plan approval and other mandatory surveys / permissions / approvals by regulatory authorities / recognized class Agencies that deemed necessary for the successful commencement of transportation from Place of Departure and for successful completion of the transportation at place of destination. The offer shall accommodate the scope.

21.5. Manning of the Tug, Barge or Boat has to be provided as per relevant act and as applicable rule.

21.6. The contractor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor.

21.7. The crew must have valid certificate of competency as applicable.

21.8. Food and other facilities for the crew and other personnel as per labour and IWT /marine laws shall be arranged by the contractor from start to end of transportation as per scope of work. All transportation costs towards men and material is the responsibility of the contractor. The crew shall be in uniform while on duty.

21.9. A Liaison Officer should be deployed by the Contractor for interacting /communicating between the vessel and other concerned officers at CSL. Such

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

liaison officer shall have mobile as well as residential telephone facility. He should be a person having experience in the field of IWT operation. Liaison Officer will not be changed during the entire period of contract without informing CSL.

- 21.10. The successful bidder must submit a local police verification certificate for those persons who will be deployed at site for carrying out duties.
- 21.11. All barges and tugs/ Boat to be put to use by the bidder, shall have all certificates i.e. IRS certificate for sea barge and tug/Boat certificate from concerned authority for river barge, registration certificates of barges and tugs including sail worthiness certificate, requisite institution of classes/Marine insurance certificate as applicable, and should have requisite permission for berthing.
- 21.12. The bidder should firm-up Barge/ Tug/ Boat sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping/IWAI with regards to foul weather and obtain all required clearances / permit from all Governmental / non-Governmental authorities for transportation of vessels through sea route. Coastal, Customs clearance and coastal B/L, if any, is to bidder's account.

22. RESCUE OPERATION

- 22.1. In case of accident bidder shall be fully responsible for rescue operation, if any vessel/ Tug/ Boat gets toppled / Break down / any other marine accidents during transit. Relief towards expenditure incurred by bidder in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by CSL from underwriter on this account, after settlement of the insurance claim.
- 22.2. In case vessels are held up en-route due to any break-down or accident or Force Majeure situation, the matter shall be intimated to CSL immediately over phone or in person and confirmed in writing thereafter. Meanwhile Contractor has to arrange alternate Vessel/barge/Tugs for transferring Vessels from damaged barge to new /fresh barge immediately and ensure that the vessels are delivered within the stipulated time.



कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from
HCSL to Varanasi & Ayodhya


ANNEXURE-II

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED
कोच्ची / KOCHI-682015

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT

सामान्य शर्ते / GENERAL CONDITIONS

1. The complete work to be carried out with the highest degree of workmanship under the inspection of CSL, IWAI, or any other agency nominated by the Shipyard.
2. Contractor shall execute and rectify any defect happened to the CSL vessels during the voyage/ loading / unloading/ transportation, considered necessary by CSL/IWAI
3. The contractor shall be responsible for any damage caused to the Vessel supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
4. Contractors are required to work round the clock / Sundays/ holidays as per the requirement of concerned department in order to complete the work in time.
5. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
6. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.
7. CSL is committed to provide safe and healthy working 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.
8. Some of the manufacturing activities are carried out by external vendors outside the CSL Campus to meet our business requirements. This guide is prepared to facilitate a safe work environment during the execution of such jobs by the vendors happening outside the CSL campus.
9. CSL shall exercise the controls to ensure the basic requirements of HSE Management System are met by the external vendors at their work sites. This guide is prepared to facilitate safe work environment during execution of such contract works. The General HSE guide lines are given below for compliance at their work site.


कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

ANNEXURE- III

कार्य क्षेत्र / SCOPE OF WORK

TRANSPORTATION OF 3 CATAMARAN VESSELS FROM HOOGLY COCHIN SHIPYARD (HCSL) KOLKATA TO VARANASI AND AYODHYA.

1 INTRODUCTION

Cochin Shipyard Ltd (CSL), wish to transport 3 Nos of Catamaran Vessels (50 PAX electric vessels (2 Nos) and Hydrogen fuel cell vessel (1No.) from Hooghly Cochin Shipyard (HCSL), Kolkata to Varanasi and Ayodhya. The vessel is made up of Aluminium Hull and FRP superstructure. These vessels are to be transported by wet towing through NW1 and river up to Guptar Ghat, Varanasi and Naya Ghat, Ayodhya. However, if required, CSL have the discretion to limit transportation up to port at Patna and to extend up to Varanasi and Ayodhya.

2 VESSEL PARTICULARS

Length Overall	24.8 m approx .
Breadth (mid.)	6.4 m approx .
Breadth of Demi Hull (mid.)	2 m approx .
Free board	0.8 m approx .
Mean Draught (mid.)	0.9 m (at full load)
Air draft (Maximum)	4.0 m approx
Hull	Aluminum
Superstructure	FRP
Total weight of Vessel	40Tonne (approx.)

3 SCOPE OF WORK

Planning and Execution of transportation of 3 Nos. Catamaran Vessels (50 PAX electric vessels (Hereinafter vessel 1&2) and Hydrogen fuel cell vessel (Hereinafter vessel 3) from Hooghly Cochin Shipyard (HCSL) Kolkata to Varanasi and Ayodhya.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

This will be a turnkey transportation contract. The successful bidder has to collect vessels in two batches from HCSL berth/ Kolkata port and deliver at Varanasi and Ayodhya. In case, any hindrance or any decision from CSL/IWAI authorities. CSL have the full discretion to limit transportation up to port at Patna and if required will extend up to Varanasi and Ayodhya.

THE DETAILED SCOPE OF WORK IS INCLUSIVE OF THE FOLLOWING :-

- 3.1 Transportation of 3 nos. of Catamaran Vessels (50 PAX electric vessels (Hereinafter vessel 1&2) and Hydrogen fuel cell vessel on NW-1 and River to Varanasi and Ayodhya through IWT by using successful contractors own resources viz. Tug/Boat, fuel/HSD and manpower along with other tools & plant which is deemed necessary or required during the movement to complete the works satisfactorily.
- 3.2 **Transportation of Vessel has to be executed in TWO Batches:**
- (i) **Batch-I** : Consists of 2 Vessels. First vessel has to be delivered at Guptar Ghat, Varanasi and second vessel has to be delivered at Naya Ghat, Ayodhya , readiness for transportation of these 2 Vessels will be 1st week of Dec-23.
- (ii) **Batch-II** : Consists of 1 Vessel which is to be delivered at Guptar Ghat, Varanasi, readiness of this vessel will be Mid Dec - 2023.

3.3 Delivery locations

Sl. No.	Description	Vessel No.	Destination / Port of Delivery	Indicative Dates	
				Date of Delivery readiness at HCSL/ Kolkata	Delivery at destinations
1	Batch-1	Vessel No.1	Designated berth at Naya ghat , Ayodhya	1 st Week of Dec-23	10 th Jan-24
2		Vessel No.2	Designated berth at Guptar Ghat, Varanasi	1 st Week of Dec-23	10 th Jan-24
3	Batch-2	Vessel No.3	Designated berth at Guptar Ghat, Varanasi	Mid Dec-23	Mid Jan-24

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

- 3.4 The vessel has to be transported via National water Ways-1 and river route up Ayodhya and Varanasi using suitable mode of wet towing transport i.e. Tug or Boat.
- 3.5 Manpower, equipment, Boat/Tug/Vessel/Vehicles,fuel/HSD and any other material/facilities required for transportation of vessel shall be the responsibility of the bidder.
- 3.6 Documents and relevant permissions required for the work shall be the responsibility of the bidder. **The bidder may visit the site or channel before bidding for assessing the channel condition and other technical matters.** The hydrographic data (LAD report) as available with IWAI will be provided if required.
- 3.7 The contractor has to arrange barge/ vessel/Tug/ Boat(s) (as per execution plan) and other necessary items/ equipments certified by competent regulatory authority for the National Water ways transportation to reach destinations.
- 3.8 The contractor is responsible to do detailed route survey, stability analysis and mooring, lashing, unlashng, loading, unloading whatever required for the movement of catamaran vessel from the place of movement (PoL) to the place of delivery (PoD) destinations.
- 3.9 The contractor has to arrange necessary, in co-ordination with IWAI/ Local authorities for opening and closing of lock gates, pontoon bridges or any other hindrance in NW1 and river channel route for the satisfactory movement of vessels. Also, pilot boat if required shall be arranged by the contractor.
- 3.10 The Contractor has to receive the vessels from HCSL, Kolkata and deliver vessels at Varanasi and Ayodhya. Total movement will be under contractors scope at his own expenses, inclusive of cost of transportation, cost for statutory and other agencies, insurance, costs & risk and to crew, food and other facilities crew and personnel, manage, maintain, navigate, operate, insure, fuel, stowage, delivery at designated location, provision and whatever required for successful transportation till the safe/ satisfactory handing over to authorized officer of CSL/IWAI authorities at designated locations.
- 3.11 Proper anchoring, tying, fastening, lashing, packing and securing the vessel on Tug or Boat for the entire transportation,

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

- 3.12 Any damage to the vessel during transportation shall be the responsibility of the bidder and will be recovered from any money due or to become due to the Contractor for rectification of damages or whole as deemed fit.
- 3.13 Conditions of vessel and List of fixtures, tools, materials etc. in the vessel will be jointly prepared with CSL and Contractor's representative before transportation of catamaran vessels and on arrival/placing at destinations (Varanasi and Ayodhya) shall be handed over to representative of CSL/IWAI authorities. A copy of the receipt & the same must be submitted with the bill .
- 3.14 In case of wet towing or road transport is required at any stage to reach the destination, the contractor is liable to arrange suitable cranes and other facilities for movement such as lowering, shifting, lifting, lashing, unlashng, loading and unloading to reach designated locations to be completed with at most care by the contractor without any damages to the vessels.
- 3.15 At Pantna or Varanasi and Ayodhya, unlashng the vessels from Tug or Boat, mooring to designated Berth/location Guptar Ghat, Varanasi and Naya ghat , Ayodhya and hand over the vessels successfully to authorized CSL/HCSL officer / IWAI authorities shall be in contractors scope.
- 3.16 It is the responsibility of the bidder to ensure that the age and fitness of the Tug/ Boat being offered for River/ inland water carriage complies with all the necessary regulations of Classification society /statutory authority and Insurance regulations.
- 3.17 Bidder shall ensure timely delivery of vessels at destinations. Any demurrage or associated costs for vessel movement and delivery at final destinations shall be to the bidder's account.
- 3.18 Any non – specific service item, which is necessary for satisfactory completion of the transportation work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to CSL.
- 3.19 Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the Vessels from weather / rain from receipt of Vessels from CSL till delivery of the same at destinations.
- 3.20 It is the responsibility of the contractor to arrange transportation/voyage without any restriction regarding time / duty hours/ holidays (round the clock / Sundays/ holidays) to meet our stringent delivery timeline of 30 days to reach the vessels at destinations.

4 SPECIAL CONDITIONS

- 4.1 The Bidder should inspect the route for transportation through IWT mode for any other Technical information to acquaint himself with the job. He shall also acquaint himself with route/site conditions etc. to carry the entire work as stated in the scope of work.
- 4.2 The contractor while quoting the rates deemed to have taken, all contingencies such as site conditions, route conditions, labour etc. into consideration and no extra claim will be entertained at a later date for any reason whatsoever.
- 4.3 The Contractor shall be required to arrange necessary equipment and manpower etc. to carry at his own cost.
- 4.4 The Contractor is responsible for the safe custody of the material, transportation and till the work is completed and properly handed over to representative of IWAI.
- 4.5 Any damage caused to CSL vessels and its machinery, equipments and other fittings while transportation the contractor shall make good of the same at his own expeditiously to the entire satisfaction of the CSL/IWAI authorities.
- 4.6 The contractor shall be required to complete the entrusted job in all respects within stipulated period from the date of receipt of intimation for commencement of the work.
- 4.7 Bidder shall prepare all the necessary documents in required number of copies to accompany with the Tug/ Boat while leaving for site form HCSL to ensure smooth transportation without hindrance from any Government or local agency on the way.
- 4.8 Bidder will ensure round the clock safety of vessels en-route.

5 HANDING OVER OF VESSELS

- 5.1 On completion of transportation, the vessels will have to be handed over by the successful bidder to the authorized officer of CSL/ IWAI authorities without damage to vessel (Hull, Superstructure, machinery, equipment, fittings, stores, etc.) as was prevailing as per joint inspection report.
- 5.2 If as a result of such inspection there appears no variation, the CSL/ IWAI Authority shall accept the vessels and shall convey such acceptance in writing by signing the Protocol of taking over on physical delivery of the vessels by the

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

Contractor to the CSL/ IWAI Authority. This taking over of the vessels shall be reckoned from the date of signing of the Protocol of taking over of the vessels by the authorized representative of the Authority and the Contractor

- 5.3 The Contractor shall be liable for any damages caused by / to the vessel due to any action during transportation or his crew or representative and will have to make good the loss / damage. CSL will not be responsible in any way whatsoever for such damage caused by / to the vessels

6 DELIVERY PERIOD/ COMPLETION OF TRANSPORTATION:

- 6.1 Timeline: The completion time for the work shall be 30 (thirty) days from the date of commencement of work.
- 6.2 The contractor has to commence the work (Vessel movement) from the 07 days of notice intimation from CSL



कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

ANNEXURE- IV

तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST

(To be submitted by the bidder)

TENDER NO. SB-OSD/GEN/817/2023 Dtd: 15-11-2023

(Bidders may confirm acceptance of the Tender Conditions/deviations if any to be specified)

SL No	Tender Enquiry Requirements	Confirmation from bidder (<u>strike off</u> <u>whichever is not</u> <u>applicable</u>)	Specific comments /Remarks
1	Scope of work as per Technical Specification/Drawings/ General Terms & conditions (Annexure III)	Agreed as per tender /Do not agree	
2	Whether technical bid & price bid are submitted in separate PDF?	Yes / No	
3	Schedule of work as specified in technical specification/ price bid of this tender is acceptable	Yes/ No	
4	Submission of Information/Documents with offer	Submitted/Not submitted	
5	Submission of MSME and NSIC registration document with offer	Submitted/Not submitted	
6	Offer Validity (date)	90days - Agreed as per tender/Do not agree	
7	Completion period as mentioned in the tender enquiry is acceptable	Yes/ No	
8	Taxes & Duties	Specified/included in Price	
9	Payment terms - confirm	Agreed as per tender/Do not agree	
a	Any others (Specify details)		

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

10	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
11	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	
12	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
13	Force Majeure	Agreed as per tender/Do not agree	
14	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
15	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
16	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
17	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
18	Mode of submission of tender	Direct / Email	
19	Fully aware about the safety, general rules, regulations, standards, validity of offers and price	Yes / No	
20	Is your firm registered under TReDS	Yes/No	
21	Is your firm registered as vendor in CSL	Yes/No	
22	Annual turnover requirement, during last 3 years, ending 31 st March of the previous financial year	Agreed as per tender/Do not agree	
23	Deviations from Tender conditions	No Deviations /Deviations are specified	

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:



TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/GEN/817/2023 Dtd : 15-11-2023

Sl No	Description of Work	Qty (No. of Vessels) A	Rate per Vessel B	Total (INR) AxB
1	Phase-1 Lumpsum amount for transporting One Vessel from HCSL/Kolkata to port at Patna as per the scope of works of Annexure III and other tender conditions	3	Rs..... (Rate per Vessel)	
2	Phase-2 Lumpsum amount for transporting One Vessel from Patna to Guptar Ghat, Varanasi as per the scope of works of Annexure III and other tender conditions	2	Rs..... (Rate per Vessel)	
3	Lumpsum amount for transporting One Vessel From Patna to Naya Ghat, Ayodhya as per the scope of works of Annexure III and other tender conditions	1	Rs..... (Rate per Vessel)	
4	SUB TOTAL (SUM OF SL NO. 1 to 3)			
5	GST% HSN CODE.....			
6	GRAND TOTAL (SUM OF SL NO 4 + 5)			

Grand Total amount in words Rupees.....

.....
.....
.....

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from
HCSL to Varanasi & Ayodhya

Note:

- 1) L1 will be determined based on the Sub total amount as per Sl. No 4 of the Price bid (Excluding GST).
- 2) GST as per the prevailing rate will be paid.
- 3) Amount quoted above should be in Indian Rupees (INR)
- 4) The lumpsum amount quoted shall be all inclusive cost of end to end transportation and handing over at designated location at Varanasi and Ayodhya as per scope of work and other terms & conditions as per this contract.
- 5) Bidders who are not offering quote for all line items (S.No1 to3 of price bid) will not be considered for further processing.
- 6) Bidders are liable to do execution of job in Toto as per the offer also considering CSL prerogative as per clause No.3 under scope of work.
- 7) Contract will be executed in batches as detailed in scope of work at Annexure-III.

Signature of Contractor/authorized signature
of firm or agency:

Name of contractor or authorised signatory of
firm/agency:

Designation:

Address:

Contact No:

ANNEXURE-VI

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, on one hand, the President of India acting through Deputy General Manager, 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:-

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

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 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.

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.

2. 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:-

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

- 2.6. 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.
- 2.7. 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.
- 2.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9. 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.
- 2.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12. 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.
- 2.13. 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.

3. PREVIOUS TRANSGRESSION

- 3.1. 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.

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

3.2. 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.

4. EARNEST MONEY (SECURITY DEPOSIT)

4.1. 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).

4.2. 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.

4.3. 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.

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

5. SANCTIONS FOR VIOLATIONS

5.1. 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

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

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 en cash 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 middle man 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.

5.2. 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.

5.3. 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

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. FALL CLAUSE

6.1. 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.

7. INDEPENDENT MONITORS

7.1. 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

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

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

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

7.5. 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.

7.6. 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

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. 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.

7.8. 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.

8. 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.

9. LAW AND PLACE OF JURISDICTION

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

10. 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.

11. VALIDITY

11.1. 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



TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. 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.

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

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

**For & on behalf of BIDDER
(Office Seal)**

Witness

1.....

2.....

Witness

1.....

2.....

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



ANNEXURE-VII

DECLARATION

I hereby declare that the details furnished in this tender proposal are true and correct to the best of my knowledge and belief. In case any of the information is found to be false or untrue or misleading or misrepresenting, I am aware that I will be held liable for it and CSL is free to take any legal / commercial action not limited to barring / blacklisting.

We hereby declare that we are not under a declaration of ineligibility / blacklisting /debaring/ tender holiday from doing business issued by Govt. of India / State govt. / Public Sector Undertakings etc.

Yours faithfully,

(Signature & Seal of Authorised Signatory)

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from
HCSL to Varanasi & Ayodhya

APPENDIX - A

VOYAGE PLAN/ TRANSPORT DETAILS

Sl No	Particulars	Up to Varanasi	Up to Ayodhya
1	Execution Plan for delivering vessels at destinations		
2	Name of the Tug or Boat or other mode of Transport		
3	Name of Tug/ Boat Owner		
4	Year of built		
5	Official Number		
6	Registering Authority		
7	Towing Capacity of Tug/ Boat		
8	LOA		
9	Beam		
10	Depth		
11	Draft		
12	Main Engines (No., Make, BHP each)		
13	Generator Engine (No., Make, BHP each)		

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from
HCSL to Varanasi & Ayodhya

14	Validity of Certificate		
15	Speed (in Knots)		
16	Endurance of Tug/ Boat		
17	Fuel / Fresh water consumption per hour (including auxiliary engines and water pumps) of full power operation		
18	Is it possible in 'single go' if not what are the stop points		
19	Crew (including Master) (Please give details separately as annex)		
20	Any other remarks		

TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from
HCSL to Varanasi & Ayodhya

APPENDIX- B

COMPLIANCE MATRIX

<u>Clause No.</u>	<u>Compliance/ Deviation</u>

Notes:

1. If offer is not fully conforming to the requirements given in any clause of this specification, the deviation shall be stated in detail against the particular clause in the Compliance matrix.

APPENDIX - C

FORMAT FOR FINANCIAL CAPABILITY

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1	Year 2020-21			
2	Year 2021-22			
3	Year 2022-23			

To be signed by the Authorized Signatory of the Applicant with Name, Designation, seal and date.

Certificate from Chartered Accountant:

This is to certify that _____ (name of the Applicant) has received the payments shown above against the respective years and that the net worth is as computed.

Name of the Authorized Signatory representing Auditing firm:

Designation:

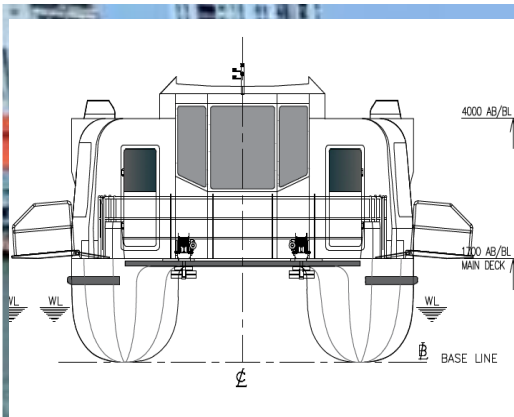
Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

APPENDIX - D

VESSEL PARTICULARS / GA DRAWINGS / SNAPS

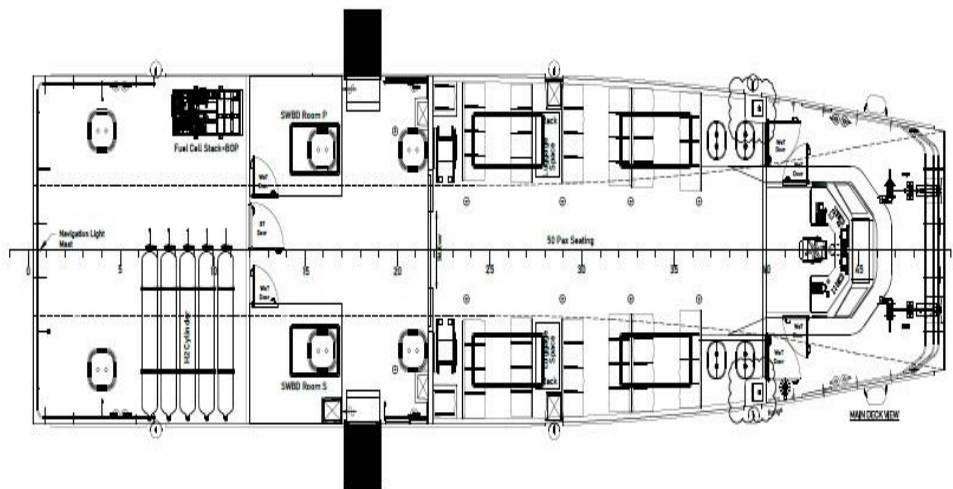
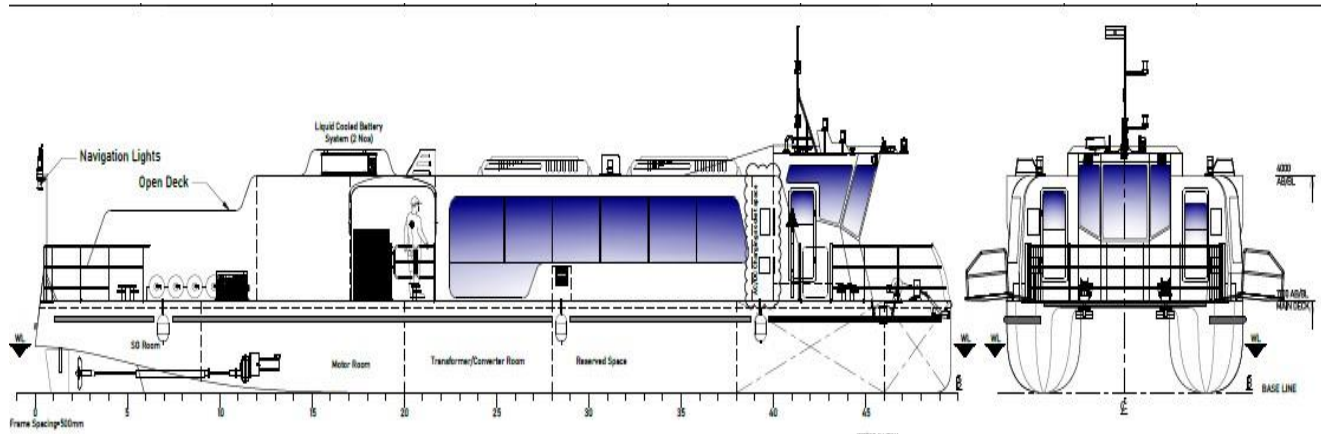


MAIN PARTICULARS

LOA	24.80 m
Beam	6.4 m
Depth(MLD)	1.70 m
Draught(MLD)	0.90 m
Propulsion type	Hybrid Twin Screw
Diesel Generators	2*38 KW
Propellers	2*FPP
Battery Capacity	Abt 120 KWh
Hull	Aluminium
Superstructure	FRP
Design Speed	10 Knots(Hybrid) 8 Knots(Electric) 8 Knots(Diesel)

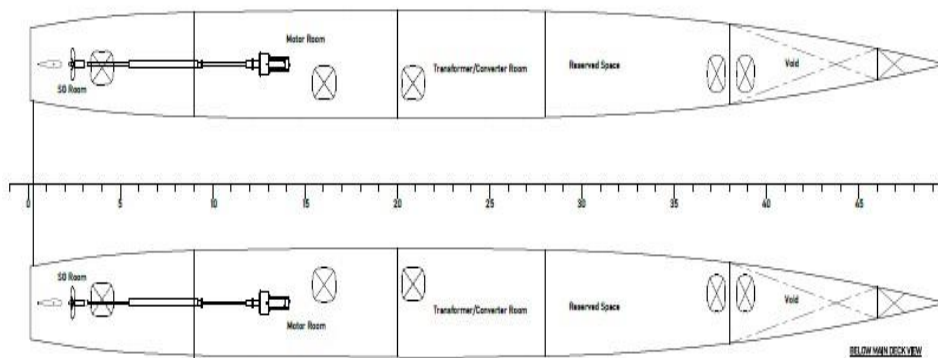


TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya



MAIN PARTICULARS

LENGTH (O.A.)	abt 24.80 (M)
BREADTH (M.L.D.)	abt 6.40 (M)
DETH HULL BREADTH	abt 2.00 (M)
DEPTH (M.L.D.)	abt 1.70 (M)
DRAFT (M.L.D.)	abt 0.70 (M)
DESIGN SPEED	abt 4.5 (KNOTS)
PASSENGER CAPACITY	100 NOS.



Rev.1	20-Jan-2022	Updated as per Design program	Shree	Shree	100%
Rev.1	27-Jan-2022	Updated as per Design program	Shree	Shree	100%
Rev.1	28-Mar-2022	Preliminary Drawing	Shree	Shree	100%
No.	Date	Description	Drawn	Checked	Approved
CUSTOMER		FUEL CELL CATAMARAN FERRY			
COCHIN SHIPYARD LTD		TITLE			
Yard No.:		GENERAL ARRANGEMENT			
Yard No.: 0103					
 COCHIN SHIPYARD LIMITED P.O. No. 140, COCHIN-400015, INDIA	1:50	A3	P104	P104-10-001	
	Scale	Format	Project No.	Dwg. No.	



TENDER ENQUIRY NOTICE – Transportation of 3 Catamaran vessels from HCSL to Varanasi & Ayodhya

CATAMARAN VESSEL

