

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

पोत निर्माण प्रभाग/SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज़/TENDER DOCUMENT

TENDER NO. SB-OSD/ASW/760/2023 Dtd : 25-03-2023

FABRICATION OF PIPE SUPPORTS OF ASW - SWC VESSELS
(BY 524-530)



वसुधैव कुटुम्बकम्
ONE EARTH • ONE FAMILY • ONE FUTURE



MARCH - 2023

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निविदा सूचना / TENDER NOTICE
कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED
पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT

SB-OSD/ASW/760/2023

25th March - 2023

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/ASW/760/2023 Dtd: 25.03.2023
कार्य का नाम Name of work	Fabrication of Pipe Supports for ASW - SWC Vessels (BY 524-530)
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)	03 rd April - 2023 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	-
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	03 rd April - 2023 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<i>For Commercial queries:</i> Mr. Adarsh S, Mob No : 87146 30926 <i>For Technical queries:</i> Mr. Paul Sebastian, Mob. No : 79944 35350, AM (Pipe Shop)



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

1. 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. 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. 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:

4. **MODE OF SUBMISSION OF BIDS**

- **Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender considering prevailing COVID -19 SOP of CSL.**
- 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.
- 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.
- Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via e mail to:

(i) jithu.gl@cochinshipyard.in

Copy to:

(ii) madhu.pk@cochinshipyard.in

(iii) ajithkumar.n@cochinshipyard.in

5. **The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 03rd April - 2023** and Part I Techno-Commercial Bid will be opened at **15.30 Hrs** on the same day.
6. Late tenders / tenders with conditions will be summarily rejected.
7. CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.
8. 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. Intimation will be as per prevailing SOP with respect to the COVID-19 situation, until such time COVID-19 protocol is applicable in CSL.
9. Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.



10. All rules & regulations specified by the Govt of Kerala and CSL, pertaining to the present COVID-19 pandemic situation should be adhered by the bidder.

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

- i. **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
- ii. **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. **Copy of un-priced bid format** (price bid WITHOUT prices/numerals)
- iv. List of deviations/exclusions from the tender enquiry terms and conditions (if any).

12. PRE CONTRACT INTEGRITY PACT

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


13. MSME- PRIVILEGES

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.

14. 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.

15. 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

**FABRICATION OF PIPE SUPPORTS OF ASW - SWC
VESSELS (BY 524-530)**

1. कार्य का विवरण / DESCRIPTION OF WORK

1.1. This tender enquiry pertains to the awarding of contract for **Fabrication of Pipe Supports for ASW - SWC Vessels (BY 524-530)**, 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 fabrication of pipe supports of ASW - SWC vessels (BY 524-530), up to the entire satisfaction of CSL, Owner, and Class Surveyors by Cochin Shipyard Ltd (CSL) in accordance with the enclosed Specifications and drawings, delivery schedule, CSL - Terms and conditions in all respects.

1.3. **Bidders are requested to study the scope of work before submitting their offer. Clarification, if any, required may be obtained from AM (Pipe Shop) before quoting.**

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

The sub contractor should qualify the following PQ Criteria.

2.1. The Bidder shall be a single firm having similar experience in sheet metal fabrication works preferably in pipe support fabrication works for ships. The relevant experience should be during the past three (07) years ending on 31 Feb 2023

2.2. The bidder should have qualified welders having relevant WPS according to CSL requirement/standards

2.3. Bidder shall have an average annual turnover during last 3 years, ending 31st March of the previous financial year should not less than Rs. 20 Lakhs (INR)

2.4. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipments & facilities, Skilled / qualified Manpower, Work experience of similar job, etc. The firm has to submit the documents which validate the above



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

mentioned Clause 2.1, 2.2, 2.3 & 2.4 requirements. Work order for material supply will not be considered.

- 2.5. 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.

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 AWARDING CONTRACT

- 4.1. Total vessels under this contract are 7 Nos of ASW-SWC vessels. (BY 524-530)
- 4.2. Contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1 and bidder willing to match with L1 rate as per below noted clause.
- 4.3. Considering the quantum of work associated with the fabrication of pipe support works (Vessels BY 524 - 530) and also considering the limited time period available for project completion, CSL reserves the right to split order at L1 rate.
- 4.4. Work corresponding to 3 vessels out of 7 vessels is assured for L1 bidder. Balance 4 vessels will be awarded to other two firms, who are willing to match the L1 rate. Selection of these bidders will be in the sequence of ascending order of lowest rate quoted. Vessel distribution will be in the order of 3 , 2 and 2 respectively for L1 and other two L1 matching bidders.
- 4.5. If, no one is willing match L1 rate entire work will be awarded to L1 firm. If only one firm is willing to match L1 rate, the work distribution will be in the order of 4 Vessels for L1 firm 3 vessels for L1 rate matching firms.
- 4.6. However, CSL reserves right to reduce/ increase the percentage work based on the performance at site.
- 4.7. Once work order is placed successful bidders should be able to start the works immediately.
- 4.8. CSL reserves the right to cancel the tender if required.



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

- 5.1. The entire work should be completed within a time span of 05 Months from the date of receipt of materials from CSL. Split order methodology is applicable for this contract, successful bidders has to work in line with requirement as per the direction of Officer-in-charge.
- 5.2. CSL shall indicate the master construction schedule of completion of the work of vessel. The contractor in turn shall submit their detailed scheduled of completion of the work, in consultation with the officer In-charge. The progress of work shall be made in tandem with the progress of completion of the vessel allowing sufficient time for other interface activities/works.
- 5.3. Yard has the right to change the schedules of the project to the interests of the company and the firm should be capable of adjusting the resources according to the instructions from the Yard contact person.
- 5.4. Detailed working schedule (Weekly/monthly) etc to be prepared and submitted to yard personnel. However, a detailed overall schedule, in a reasonable manner should be submitted prior to commencement of work.

6. कार्य प्रक्रिया / WORK PROCEDURE

- 6.1. The work procedure briefly described below, detailed for each category of works are mentioned in the Annexure III to the tender enquiry.
- 6.2. Necessary job instructions, drawings etc. for the work will be issued by CSL.
- 6.3. Contractor is to carry out the work as per the specifications / drawings supplied, and to the satisfaction of CSL.
- 6.4. Contractor should maintain the quality as per CSL Quality Standards, yard quality procedures. Inspection will be carried out during fabrication by CSL.
- 6.5. Contractor shall submit the weekly /monthly progress reports to CSL.

7. अनुबंध की वैधता / VALIDITY OF CONTRACT

- 7.1. 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.

8. निरीक्षण / INSPECTION

- 8.1. The complete work has to be carried out under the survey of ship classification society / owner / DNV GL / CSL.

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

10.1. Technical Bid (Part –I)

10.1.1. The technical bid as specified in the scope of work (Annexure III) shall be submitted in single sealed cover, super scribed by the bid No, tender No. and date.

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

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

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

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

10.1.2.4. 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.

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

10.2. Price Bid (Part-II)

10.2.1. The bid shall be comprehensive of the nature of Fabrication of Pipe Supports work shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III.

10.2.2. 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.

10.2.3. 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.

10.2.4. 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.

10.2.5. 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.

- 10.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.
- 10.2.7. As per tender condition, the price bid which were not opened will not be returned back at any reason.
- 10.2.8. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

11. कर / TAXES

- 11.1. 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.
- 11.1.1. Applicable rate of GST/SAC Code
- 11.1.2. Firms GST Reg. NO
- 11.1.3. Service accounting code (SAC) as prescribed by statutory authorities.
- 11.1.4. GST Reg. No. of Cochin Shipyard Ltd (32AAACC6905B1ZD).
- 11.2. 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.

12. भुगतान की शर्तें / PAYMENT TERMS

- 12.1. Payment will be released on pro-rata basis for completed works on certification by the officer-in-charge as noted below.
- 1st stage – 50% payment on completion of 75% of work and on submission of PBG,
 - 2nd stage – Balance 50% on satisfactory completion of entire work.
- 12.2. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.
- 12.3. Statutory levies such as I.T, Contribution towards PF, ESI etc., shall be deducted from the bill as applicable.
- 12.4. 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.



13. प्रतिभूति जमा / SECURITY DEPOSIT

13.1. The successful tenderer shall remit 3 % of the value of the contract as security deposit within 15 days of receipt of the work order. 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, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract/guarantee period (if no separate BG as per clause 14 is not furnished) and on certification of nil liability to CSL by Officer-in charge. The Security Deposit retained will not bear any interest.

14. निष्पादन गारंटी / PERFORMANCE GUARANTEE

14.1. The complete work carried out by the contractor shall be guaranteed against performance of work and/or poor workmanship for a period of six months from the date of completion of work , should such damage or failure occur within the guarantee period, the contractor shall rectify/rework the defect as applicable without any extra expenditure to CSL and such repaired work shall be guaranteed for a further period of six months from the date of repair.

14.2. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by Ship owner for rectifying the defect.

14.3. Towards this, a performance guarantee equivalent to 3 % of the value of the contract to be furnished by the contractor along with submission of first bill in case of pro rata payment or completion of entire work in other cases, as per payment terms, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank valid till the expiry of the guarantee period.

14.4. Performance Guarantee is applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause.

15. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES

15.1. 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 two percent (2%) of the basic value of the delayed work per week or part thereof, subject to a maximum of ten (10%) percent of the basic



value of the delayed work.

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

- 16.1. 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.
- 16.2. In addition to above tender holiday will be imposed against the firm as per discretion of CSL.

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

- 17.1. 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. A copy of CSL's "Safety Rules for Contractors (Revised)" is available with SB-Outsourcing department for reference.
- 17.2. 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.
- 17.3. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.
- 17.4. 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.

18. अप्रत्याशित घटना / FORCE MAJEURE

- 18.1. 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.



18.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15days from the date of occurrence / cessation.

19. मध्यस्थता / ARBITRATION

19.1. 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.

19.2. 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 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.

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

20. क्षेत्राधिकार / JURISDICTION

20.1. 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.



21. सामान्य शर्ते / GENERAL CONDITIONS

- 21.1. Quality of workmanship shall conform to the specification/ standards laid down by CSL
- 21.2. CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the scheduled requirements.
- 21.3. Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Contractor while working at CSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.
- 21.4. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 21.5. Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.
- 21.6. The Contractor shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of Cochin Shipyard representative deputed for the job. The job should be completed at the time specified by the representative deputed for the job for each stage of work.
- 21.7. The Contractor shall indemnify CSL and CSL's personnel against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.
- 21.8. It is also to be understood by the Contractor that Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of CSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 21.9. The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- 21.10. The contractor shall arrange to collect and clean up every day all waste, scraps; debris, etc. generated by the work men while working onboard the vessel and other locations and dispose the same suitably at his cost to the full satisfaction of CSL. In

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case any failure on his part to comply with this requirement, CSL will arrange the required cleaning entirely at the contractors cost.

21.11. The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.

21.12. General Manager (SB) or his authorized representative will be the Officer-in-charge of this Contract.

21.13. Withdrawal of the quotation after it is accepted or failure to make contract execution within the stipulated completion period will entail cancellation of the order and forfeiture of EMD/ Security Deposit, if any/ and or risk purchase.

21.14. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

21.15. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.

21.16. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.

21.17. Conditional discounts, if any, will not be reckoned for tender evaluation/comparison purposes. However the same will be considered at the time of placement of purchase order if the firm turns out to be lowest bidder.

22. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS


22.1. 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.)

22.2. 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.



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22.3. 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.


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



ANNEXURE-II


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

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT

सामान्य शर्तें / GENERAL CONDITIONS

1. The complete work to be carried out with the highest degree of workmanship under the inspection of CSL, Classification Society (when specifically indicated in the technical specifications), Ship owner, or any other agency nominated by the Shipyard.
2. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by Classification Society, to be carried out by the Contractor free of cost. In case of rework/modification/additional work, written consent is to be obtained from the Officer-in-charge before commencement of the work.
3. Contractor shall carry out the complete work in accordance with Shipyard's approved drawings. Any minor modifications from drawing or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the Contractor without any additional charge.
4. Contractor shall execute, during or after completion of the work, any minor job connected with the work, should it be considered necessary by Shipyard and/or Classification Society
5. The contractor shall be responsible for any damage caused to the material 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.
6. Material supplied by CSL may not be in the required size and shape. These may be cut and prepared after proper nesting by the Contractor. Special care to be taken to reduce wastages. Shortage of any material (supplied by CSL) arising out of excess wastages due to improper planning shall have to be made up by Contractor free of cost.
7. 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.
8. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
9. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.




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

ANNEXURE III

कार्य क्षेत्र / SCOPE OF WORK

FABRICATION OF PIPE SUPPORTS FOR ASW - SWC VESSELS
(BY 524-530)

1 परिचय / INTRODUCTION

Cochin Shipyard Ltd (Yard) is constructing 07 numbers of Anti-Submarine Warfare Shallow Water Crafts (ASW-SWC) for The Indian Navy. Yard intends to outsource the fabrication of pipe supports of ASW - SWC vessels (BY 524-530) as detailed below to competent contractors.

2 पोत विवरण / VESSEL DETAILS

Main Particulars of vessels

Length overall	78 m
Breadth (moulded)	11.3 m
Depth (moulded)	5.8 m
Draught (moulded)	< 2.7 m

Classification Society

Class: DNV GL/IRS

3 काम की गुंजाइश / SCOPE OF WORK

The work shall be carried out based on the contract specification, general arrangement drawing, CSL mentioned standards and Design drawings. The scope of contractor involves fabrication of pipe supports up to the entire satisfaction of CSL/ Owner/Class surveyor, and up to the delivery of the vessel, which includes the following; excluding onboard works.

- Fabrication of pipe supports including all connected hot works & dry survey required for satisfactory completion.
- CSL shall supply the material required to complete the fabrication of pipe supports as per CSL drawings & standards.
- The scope of contractor shall include material movement, preparation, fit-up, welding, drilling, grinding, punching, survey, painting and piece mark tagging.

TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

- d) Welding shall be carried out only by qualified welders according to CSL standard following (WPS) Welding Procedure Specification.
- e) Drilling of holes shall be carried out as specified in the drawings.
- f) Punching of respective piece marks shall be done on pipe supports after the fabrication.
- g) Surveys applicable to the fabrication drawing shall be carried out and the comments to be rectified prior to painting.
- h) Painting shall be carried out according to the paint codes specified in fabrication drawings.
- i) Tagging of respective piece marks on pipe support shall be carried out after painting. CSL shall supply the tags.
- j) Up to 10 % modification in the pipe supports required for the execution of the job shall be done by the contractor.
- k) Contractor shall record the variations in the quantity of items in BOMs after comparison with the fabrication drawings and submit the same to CSL officer in charge in prescribed formats.
- l) All tools and tackles required for the work are under the scope of the contractor.
- m) Total estimated quantity of items per vessel is indicated in Price bid (Annexure V). As the design modeling works of the ships under progress, the quantity of items indicated is approximate.

4 टिप्पणियाँ / NOTES

- a) Details for the execution of works are mentioned in the drawings issued by CSL Design Department.
- b) 10 % modification on pipe supports may arise considering the outfitting of items and the modifications has to be carried out as per the drawings issued by design department.
- c) Modifications beyond 10% shall be treated as an additional work and payment shall be released based on unit rate finalized as per this on certification by the executing officer.

5 फर्म की अन्य जिम्मेदारियाँ / OTHER RESPONSIBILITIES OF THE FIRM

- a) Contractor shall be responsible for material movement, material storage and material preservation.
- b) All works shall comply with the requirements of CSL.
- c) All works shall comply with the requirements of the Classification Society/Owners/Marine standards/CSL Quality standard and based on the building practice of the Yard.



- d) Qualified Manpower, equipment and testing tools with valid certification necessary for the work shall be arranged by the contractor.
- e) Yard has the right to change the schedules of the project to the interests of the company.
- f) Mobilization of equipment, tools and tackles, safety and protective gear for their personnel inside CSL for carrying out the work as per safety/statutory rules/CSL rules of working people shall be the responsibility of the contractor.
- g) Contractor shall be responsible for safety and welfare of all its employees employed for construction, and shall be responsible for payment of all salaries to their employees and other statutory dues and for all provisions of statues governing them.
- h) The contractor, on receipt of any material, shall immediately verify the quality and quantity of the material with respect to the requirement and inform the executing officer of any shortage/discrepancy noted/anticipated well in advance so that CSL can take corrective action in time.

6 काम करने की पद्धति / METHODOLOGY OF WORKING

- a) The contractor shall deploy/nominate a person who will be in charge of the work for the entire period of project execution. He shall keep close liaison with CSL officers/supervisors concerned and ensure smooth and satisfactory progress of the work from time to time and shall be available for the entire duration of the project.
- b) Necessary competent supervisors for the work shall be deployed by the contractor.
- c) Employees of the contractor shall work under close co-ordination with yard personnel, structural contractors and piping/painting contractors with a conciliatory approach and team spirit to achieve the project completion in time.
- d) The contractor is expected to have full knowledge and understanding of the labor rates, conditions, practices etc. prevalent in the Yard and premises. The contractor shall be entirely responsible for all matters related to manpower and labor engagement for the subject contract.
- e) Issues related to availability and utilization of manpower shall be dealt by the contractor. Availability of competent labor with requisite skills for the specified jobs shall be ensured by the contractor.
- f) The complete work is to be carried out with the highest degree of workmanship under the inspection of CSL, Classification society (when specifically indicated in the technical specifications), Ship owner, or any other agency nominated by Shipyard.
- g) The contractor shall execute the work in every aspect under instruction/intimation to CSL personnel. Clearance from CSL in terms of permits/internal regulations etc. as

applicable from time to time shall be obtained. The contractor shall obtain necessary hot work sanctions, permission to work, safety clearances etc. as per CSL safety rules.

- h) The contractor shall ensure proper cleanliness all around his work area while working on skids/overboard. The contractor shall arrange to collect and clean up all the waste, scrap, debris etc. generated by his workmen while working on board the ship or skids and deposit the same suitably at specified location at his cost to the complete satisfaction of Yard. In case of any failure on his part to comply with the requirement, Yard will arrange the required cleaning entirely at the contractor's cost.
- i) The contractor shall be responsible for any damage caused to the material 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. The responsibility is limited only with respect to the damages caused due to any mistake or negligence of contractor.
- j) 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.
- k) The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- l) Any particulars/literature/information/certificates required by the CSL in connection with the work is to be forwarded free of cost.

7 सीएसएल का दायरा / SCOPE OF CSL

- a) Supply of materials and drawings for fabrication of pipe supports mentioned in the scope of work.
- b) Estimated quantities of welding consumables, grinding and cutting wheels.
- c) Estimated quantities of paints, thinner and primer.
- d) Power supply, water, compressed air (at available pressure) and cutting gases at centralized points.
- e) Services of CSL cranes and forklifts will be provided subject to availability.
- f) Power and water supply to office space/container/room at free of cost.

8 सुरक्षा / सांविधिक दायित्व / SAFETY/STATUTORY RESPONSIBILITY

- a) The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he should adopt all the required safety measure and strictly comply with the safety regulations in force. A copy of CSL's "Safety Rules for Contractors (Revised)" is available with SBOC Department for reference.



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

- b) The Contractor should 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.
- c) In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.
- d) 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.



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/ASW/760/2023 Dtd: 25.03.2023

(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 whichever is not 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 sealed covers?	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		
a	Stage Payment	Agreed as per tender/Do not agree	
b	Any others (Specify details)		
10	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

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/Postal)	Direct / Email	
19	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass eligibilities.	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	Do your firm have valid registration under statutory schemes such as ESI / EPF	Yes/No	
24	Deviations from Tender conditions	No Deviations /Deviations are specified	

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:



ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/ASW/760/2023 Dtd: 25.03.2023

FABRICATION OF PIPE SUPPORTS OF ASW - SWC VESSELS
(BY 524-530)

Sl No	Description (Size)	Qty (Kg) per vessel (A)	Unit rate (INR) (B)	Total Amount (INR) (C) = A * B
1	20x20x3	130		
2	25x25x3	35		
3	25x25x4	650		
4	30x30x5	1650		
5	40x40x3	160		
6	40x40x5	85		
7	45x45x5	850		
8	50x50x6	1220		
9	60x60x6	560		
10	65x65x6	160		
11	75x75x8	200		
12	SUB TOTAL FOR 01 VESSEL(SUM OF SL 1 TO 11)			
13	GST% HSN CODE.....			
14	GRAND TOTAL 01 VESSEL (SUM OF SL 12+13)			
15	GRAND TOTAL FOR 07 VESSEL ((SL 13) * 7)			



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

Grand Total amount for 7 vessels (in words) Rupees.....
.....
.....
.....

NOTE:

- A. L1 will be determined based on Sub total amount Sl. No. (12) Excluding GST.
- B. GST as per the prevailing rate will be paid.
- C. Total weight of pipe supports – 5700 Kg/vessel approximately.
- D. The rates quoted shall be inclusive of labor costs, cost of tools & tackles other than in CSL's scope and the cost of all other activities for the satisfactory completion of works as specified in the scope of work.
- E. Quantity mentioned in the price format is only indicative. Downward or upward variation of quantity shall be anticipated.

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 – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

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.
- 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

TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

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.

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 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.



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

(iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which 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 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.

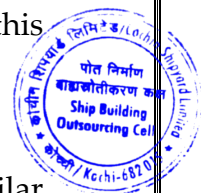
5.2. The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the 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

5.4. 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

(ii) Shri. Om Prakash Singh, IPS (Retd.),
Flat No. D-801, Prateek Stylome,
Sector-45, Noida,
Uttar Pradesh – 201301
Mob: 9818564455
Email: Ops2020@rediffmail.com



7.2. 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.

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



TENDER ENQUIRY NOTICE – Fabrication of Pipe Supports of ASW - SWC Vessels (BY 524-530)

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.....

PRINCIPAL

Name of the Officer

Designation

Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

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 Contractors.

