

# SHIP REPAIR MATERIALS

Date: 12/01/2021

Tender Enquiry Ref No: SR1/670/25697

## **Sub: HYDRO BLASTING AND PAINTING JOBS ONBOARD MT SWARNA KRISHNA**

1. In connection with repair of MT Swarna Krishna, we have a requirement to carry out hydro blasting and painting jobs as per the attached list.
2. We request you to forward your most competitive firm quote in Two Bid System for the above requirements on or before 14 Jan 2021, 11:00 Hrs. Technical and Price bid should be submitted as separate. Because of the Covid – 19 pandemic, quotation is sent via e-mail only; soft copy of the bids shall be forwarded as password protected documents. The password can be shared at the time of tender opening after request from CSL).  
The technical bid of the tender shall be opened on the same day (14 Jan 2021) at 11:30 Hrs. The Price bid opening date of successful bidders shall be intimated on a later date after scrutiny of technical bids. Bidders can nominate their representative during Price bid opening.

'Because of the restrictions due to the current COVID-19 pandemic, the service engineer shall be arranged preferably from inside Kerala.'

4. The offer shall indicate payment terms and other terms and conditions.
5. Quotation should be valid for a period of 4 months.
6. Quotation should be submitted by email as a password protected document to the following email addresses:

[ajithkumar.n@cochinshipyard.com](mailto:ajithkumar.n@cochinshipyard.com)  
[krishnaprasad.s@cochinshipyard.com](mailto:krishnaprasad.s@cochinshipyard.com)  
[smitha.vp@cochinshipyard.com](mailto:smitha.vp@cochinshipyard.com)

Ph.+914842501366  
Mobile: +91 8129270906

For technical clarifications contact Mr Jimmy Vincent (Mob 9895704437)

(sd/-)  
Manager  
Ship Repair Materials

Encl:

- Annexure 1 : Scope of work
- Annexure 2 : Price bid format
- Annexure 3 : General terms and conditions
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## SWARNA KRISHNA DRYDOCK / REPAIRS 2020 HYDRO BLASTING AND PAINTING

### SCOPE OF WORK

#### HYDRO BLASTING AND PAINTING (Deck & fittings) TO BE DONE ON TURN KEY BASIS

	WORK SPECIFICATIONS :			
	<b>HYDRO BLASTING</b>		M2	2000
	<b>PAINTING 1ST COAT</b>		M2	2000
	<b>CHEMICAL CLEANING</b>		M2	2000
	<b>LP WASHING</b>		M2	2000

#### Terms & Conditions :

1. ALL TOOLS CONSUMABLES, MACHINERIES AND ACCESSORIES FOR BLASTING AND PAINTING SHALL BE MOBILIZED BY THE CONTRACTOR; INCLUDING HYDRO BLASTING MACHINE, WASHING MACHINE WITH HOSES, COMPRESSOR & PAINTING MACHINE Etc.
2. COVERING OF NEARBY EQUIPMENTS/ITEMS REQUIRED BY SHIPSTAFF SHALL BE CARRIED OUT, THE MATERIALS REQUIRED FOR THE SAME IN CSL SCOPE
3. AFTER BLASTING THE CONTRACTOR SHALL CLEAN AND DISPOSE THE CONCERNED LOCATION IDENTIFIED BY CSL
4. . BLASTING AND PAINTING SHALL BE CARRIED OUT AS PER PAINT SCHEME PROVIDED BY CSL. FOLLOW THE INSTRUCTION OF PAINT INSPECTOR,CSL AND ONGC WHILE DOING THE WORKS.
5. PAINT, THINNER, CHEMICAL FOR CLEANING, POWER SUPPLY, FRESH WATER & SCAFFOLDING SHALL BE PROVIDED BY CSL
6. FIRM SHOULD FOLLOW SAFETY RULES & REGULATIONS
7. WORK SHALL COMMENCE ON FOURTH WEEK OF 15th-JAN-2021
8. WORK SHOULD PROGRESS AS PER CSL SCHEDULE
9. WORK SHOULD BE COMPLETED WITH IN 8 DAYS

**HYDROBLASTING AND PAINTING JOBS – MT SWARNA KRISHNA****PRICE BID FORMAT**

<b>SI No</b>	<b>Description of Work</b>	<b>Qty (M2)</b>	<b>Rate/m2 (Rs)</b>	<b>Amount (Rs)</b>
1	Hydro blasting	2000		
2	Painting 1 <sup>st</sup> coat	2000		
3	Chemical cleaning	2000		
4	LP Washing	2000		

Tax rate % = \_\_\_\_\_

**Note**

Price quoted above shall be exclusive of all taxes. No change in the bid format is acceptable.

Signature & Address  
of the contractor :  
Seal:

Date:

**General Terms and Conditions**

1. Tenderers are to carefully go through the terms and conditions and the techno commercial specification of the items for which offers are called for. Deviations, if any, shall be separately listed and specifically brought out in the offer. CSL reserves the right to accept / reject the deviations.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ ambiguous offers are likely to be rejected. No overwriting /corrections. If so to be attested
3. CSL terms of payment are 100 % within 30 days from the date of receipt and acceptance of items at CSL / satisfactory completion of service and submission of Work completion certificate in case of service orders.
4. Delivery time required for supplies / work completion time required should be indicated in the offer.
5. Item supplied shall be guaranteed for satisfactory performance for 12 months from the date of arrival at CSL and service provided for satisfactory performance for 6 months from the date of completion of service against faulty design, defective materials and bad workmanship. Vendor should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period.
6. Vendor is solely responsible for the safety of its personnel inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic chalan remittance copy of ESI&EPF details of their employees or employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They shall bound to follow safety guidelines applicable in CSL like safe usage of tools & tackles, electrical safety guidelines, gas management system etc. Scrap management system & disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.
7. Samples are to be supplied free of cost in the event of requirement by CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.
8. Asbestos should not be part of any material /packing material supplied to CSL.
9. Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with: (1) all procedures and policies provided by CSL, including CSL's, environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities
10. Service provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable.

For determining EPF/ESI liability, the attached format to be duly filled and submitted to our welfare department before commencement of work & before 5th of every month. In case your employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently covered under above noted regulations.

11. Vendor will package products according to instructions of CSL provided in the purchase order, and if nothing is provided, then according to good commercial practice to ensure safe arrival of the products. Avoid plastic materials for packing to the extent possible. Packing material shall be ecofriendly. Vendor should follow the statutory requirements of the products offered.- In case of chemicals and toxic materials being supplied, vendor should furnish material safety data sheet (MSDS) compulsorily along with the material.
12. Should failure in performance of the contract or part thereof arise from war, insurrection, restraint imposed by government, act of legislature or other statutory authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of god, epidemic with government notification on restriction or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation are to be informed with documentary evidence within 15 days from the date of occurrence/cessation.
13. All questions, disputes or difference arising under, out of, or in connection with contract shall be subject to the exclusive jurisdiction of the courts at Ernakulum, Kerala, India.
14. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
15. The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders
16. Acknowledge the receipt and acceptance of purchase order by signing and returning a copy of the same within three days of receipt of the same. If the acknowledgement is not received, it will be presumed as accepted.
17. Price bid format to be strictly followed and submitted.
18. After submission of tender, no unsolicited correspondence will be entertained.
19. No price escalations are accepted after submission of offers.
20. Mode of dispatch shall be mentioned in the quotation.
21. 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.

22. 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.
23. For product that is discovered defective during the warranty period, vendor will, at vendor's expense replace or repair defective product and re-deliver such repaired or replaced product to CSL within a commercially reasonable timeframe agreed by CSL
24. Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses.
25. CSL is not obligated to pay any invoice submitted 180 days or more after a product is shipped or services are completed.
26. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
27. Vendor warrants that the products and services will comply with their specifications and will be of good quality acceptable to CSL/ship and must be fit for any purpose made known to vendor.
28. Vendor warrants that the products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the warranty period.
29. Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
30. Vendor and personnel will (1) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and (2) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL.
31. Vendor will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.
32. Prices should be valid for acceptance for a period of four months from the date of opening of tender.
33. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make

the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of earnest money deposit/security deposit, if any and/or enforcement of risk purchase clause.

34. Taxes and other charges if any, payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bids.
35. Vendors are allowed to depute their authorized representative to be present at the time of opening of the price bid.
36. 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.
37. List of deviations from the general terms and conditions shall. Be submitted and the same shall be mutually acceptable. In the event of no deviation list submitted by the vendor, it is presumed that all conditions are accepted by the vendor.
38. All certificates called for in order specification must be sent to CSL at the time of delivery of items all the material supplied must satisfy CSL quality requirements.
39. Invoice:
  - (i) All invoices must be sent to CSL on delivery of items /work completion as per the order terms
  - (ii) Purchase order number and date and dispatch particulars should be clearly mentioned in the invoice.
  - (iii) Wherever payments are authorized through bank, copy of the invoice should be forwarded directly to CSL under intimation so as to facilitate release of document in time. All bank charges will be to vendor's account.
  - (iv) When the payment is in installments, separate invoice is required for each payment.
  - (v) 100% payment will be made against your invoice on satisfactory completion of the work.

The documents for releasing payment - original invoice with certified time sheet & service report duly signed by vessel owner and CSL officer-in-charge along with documentary proof of expenses after satisfactory completion of work.

For arranging payment, six copies of your invoice along with work completion certificate shall be forwarded to "THE DEPUTY GENERAL MANAGER (SRM & PP), Cochin Shipyard Limited, Cochin -682015" within 15 days from the date of completion of work. Income tax pan & service tax reg. number are to be indicated in the invoice. CSL shall be releasing the payment through NEFT mode only. It is therefore requested to return the attached format duly filled.

40. Vendor should follow all statutory requirements of the products offered.
41. Manufacturer name and trade mark of items supplied to be mentioned in the bid submitted.
42. Cochin shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian agent to deal with Cochin shipyard Ltd., the agency commission payable by the supplier to such an agency shall be intimated. If manufacturers affect the supply through agents only, authorization in writing from manufacturers in favour of the agent for supply to CSL shall be furnished. In case where an agent participates a tender on

behalf of a foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. In a tender, either the Indian agent on behalf of the principal/ OEM or principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/ OEM, the same agent shall not submit a bid on behalf of another principal/ OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.



**SPECIFIC TERMS AND CONDITIONS**

**Prequalification criteria**

1. Bidders should submit the documentary proof of previous experience in similar ships along with the offer.

**Conformity Conditions**

1. Quote should be on turnkey basis.
2. Quote should be inclusive of all mobilization/transportation charges.
3. All necessary consumables, tools, special tools, equipments, lifting equipments, etc required for undertaking the job shall be under bidder scope. All tools should have proper calibration / test certificate which should be furnished upon demand.
4. All inway jobs like material shifting, removal refit of lagging, removal refit of furniture and appliances etc shall be in bidder scope
5. Bidders advised to be comprehended of the job scope and studied of the intricacies before submission of the quote.
6. Bidder should provide a schedule / plan for completing the job within yard schedules. **(Job shall be completed within 8 days from the placement of LOI/PO).**
7. QAP & schedule to be submitted prior commencement of work. All the works undertaken in bidder workshop/Site to be properly recorded along with photographs. After completion of work detailed report to be handed over.
8. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material. Materials with asbestos content are strictly banned inside yard and the same shall not be used in any items.
9. All in way jobs for carrying out the work will be on bidder's scope. Preservation of dismantled parts and tools etc will be in bidder's scope
10. Assistance from yard will be limited to
  - a. Entry pass for personnel
  - b. Crane assistance
  - c. Fork Lift Assistance
  - d. Gas for hot work
  - e. Compressed air
11. Necessary arrangements to be made for completing the job scope, including deployment of manpower in 2 or 3 shifts as required.
12. The successful bidder shall mobilize team immediately and commence the job within 3-5 days on getting intimation from CSL execution team.
13. CSL reserves the right to modify (Deletion) the work scope in line with time lines of repair project, availability of spares and recommendation of owner.
14. CSL reserves the right to cancel the tender at any stage of progress.
15. CSL reserves the full right to split the order on L1 basis. Hence part order may be issued against this tender.
16. CSL has the right to divide/delink individual DLs from the scope of the work
17. CSL has the right to entrust any contractors in the jobs to meet time line, if job progress is behind the submitted schedule and deduct the value of the corresponding work from the order value.
18. The bidder shall ensure the presence of competent supervisor at work site throughout working hours including shifts.

19. Bidders are not permitted to engage other registered vendors of CSL or their employees while undertaking the work scope.
20. Bidders are not permitted to sublet the job wholly or partially to other vendors.
21. All works to be undertaken to the satisfaction and requirements of CSL/owner reps/class.
22. Performance bank guarantee from Scheduled Indian Bank, for an amount of 5% of the order value (Excluding Taxes and duties) to be submitted after successful completion of job. The PBG should be valid till completion of guarantee period of 6 months plus a grace period of 90 days.
23. Copy of unpriced bid should be submitted along with the technical bid
24. The bidders should provide a guarantee of atleast 6 months for services.

**SPECIAL INSTRUCTIONS FOR TWO BID SYSTEMS**

**1. MODE OF SUBMISSION OF TENDERS**

Tenders should be submitted the offers as separate for price bid and technical bid.

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

I. Drawings & Technical Literature, if any

II. Other conditions, if any

III. Signed and stamped copy of TERMS AND CONDITIONS (Annexure III and IV)

IV. Deviation list, if any

V. Copy of unpriced Price bid (Price bid without price) and Technical data sheet.

3. Price shall be indicated in the format as shown in Annexure- II. Taxes & duties as applicable shall be indicated separately.

4. CSL reserves the right to alter, modify the scope of supply at their discretion.

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

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

7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".

8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.

9. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.

10. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.

11. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.

12. The bidder shall submit a signed & sealed copy of the tender document including the TERMS AND CONDITIONS (Annexure III & IV) along with their bid as a token of acceptance of the terms & Conditions.

15. The quantity projected in the scope is estimated. There may be upward/downward variations in actual quantity.

Dy. General. Manager (Ship Repair Materials)

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

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

(Signature of the Contractor)

Seal of the firm.

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/  
WARRANTY GUARANTEE**

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

WHEREAS .....(Name & Address of Supplier) (hereinafter called "**the Supplier**")  
has undertaken, in pursuance of Contract..... No.....  
Dated: ..... to execute ..... (Name of Contract and brief  
description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter  
called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee for  
the sum specified therein as security for compliance with the Supplier's obligations in accordance  
with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we ..... (Name of the Bank) having its Head Office at  
.....(Address of Head Office) and acting through its branch office at  
..... (Address of the executing branch) (hereinafter called "**the Bank**") hereby  
affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of  
..... (amount of Guarantee) ..... in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the  
Guarantee Amount upon receipt by us of your demand in writing accompanied by the following  
documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under  
the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by  
email from you to make good the aforesaid breach and that the Supplier still failed to fulfill  
the Contract within 30 days of such notice. A copy of such notice given by email to the  
Supplier shall be attached to the demand for payment.

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the  
Contract or of the Works to be performed there under or of any of the Contract documents which  
may be made between **CSL** and the Supplier shall in any way release us from any liability under  
this guarantee, and we hereby waive notice of any such change, addition or modification. We, the  
Bank, further agree that any change in the constitution of the said contractor or the said bank shall  
not discharge our liability hereunder.

**Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....  
(..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if CSL serve upon us a written claim or demand on or before ..... (validity date) .

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,  
Signature and seal of the  
guarantor:.....

Name of  
Bank:.....

Address: .....  
Date:.....

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

**COCHIN SHIPYARD LIMITED**

**MATERIALS DEPARTMENT**

**PRE CONTRACT INTEGRITY PACT**

**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:-

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

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

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

**Commitments of the PRINCIPAL**

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.



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

financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

(i) Bank Draft of Pay Order in favor of CSL.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **6 Sanctions for Violations**

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

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

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

## **7 Fall Clause**

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

## **8 Independent Monitors**

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

Mr. P.K. Vijayakumar, IRS (Retd)  
Madhavam, Vaniyan Lane  
Punkunnam P.O  
Thrissur 680002  
Mobile: 8547381122  
Email: vkmenon78@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

## **10 Law and Place of Jurisdiction**

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

**11 Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

**12 Validity**

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

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

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

**PRINCIPAL**

**BIDDER**

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1.....

1.....

2.....

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.



**Report ID:** GEM/GARPTS/11012021/LTPH39XBMY2P

**Report Name:** HYDRO BLASTING AND PAINTING

**Generated By:** Krishna Prasad S , Department of Public Enterprises , Ministry of Shipping

**Generated On:** 11/01/2021

**Valid till:** 10/02/2021

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

#### **1. Search String: HYDRO BLASTING AND PAINTING**

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.