

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/816/2023 Dtd: 13-11-2023**

**ERECTION OF ASW SWC VESSEL**



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE



**NOVEMBER - 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/816/2023

13<sup>th</sup> November - 2023

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/ASW/816/2023 Dtd: 13.11.2023
कार्य का नाम Name of work	Erection of ASW SWC vessel
निविदाएं प्राप्त करने की अंतिम तिथि और समय Last date & time of receipt of Tenders (भाग/Part I – तकनीकी-वाणिज्यिक बोली और भाग - II मूल्य बोली/ Techno-Commercial Bid & Part II-Price Bid)	27 <sup>th</sup> November - 2023 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	21 <sup>st</sup> November -2023 at 14.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	27 <sup>th</sup> November - 2023 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<u>For Commercial queries:</u> Mr. Madhu P K, Mob No : 73566 04501 AGM (Outsourcing Department) <u>For Technical queries:</u> Mr. Deepu K, Mob. No: 98957 05085, AGM (Hull Erection)

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

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

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

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

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

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

3. निविदा के कार्यक्षेत्र के विस्तार पर चर्चा करने के लिए निविदा पूर्व बैठक दिनांक **21.11.2023** को सीएसएल के योजना सम्मेलन कक्ष में पूर्वाह्न **14.00** बजे से आयोजित की जाएगी। पूर्व निविदा बैठक में भाग लेने के इच्छुक ठेकेदारों को अपने पूर्व निविदा प्रश्नों (यदि कोई हो) को दिनांक **20.11.2023** तक सकारात्मक रूप से सूचित और अग्रेषित करना चाहिए।

**The pre-bid meeting will be held on 21.11.2023 at Planning Conference Hall of CSL from 14.00 PM to discuss the detail scope of work of the tender. The Contractors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by 20.11.2023 positively.**



4. पूर्व निविदा बैठक में भाग लेने के लिए सूचना और पूछताछ, यदि कोई हो, तो निम्नलिखित मेल आईडी [jithu.gl@cochinshipyard.in](mailto:jithu.gl@cochinshipyard.in). पर समय पर अग्रेषित की जानी चाहिए।

Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID: [jithu.gl@cochinshipyard.in](mailto:jithu.gl@cochinshipyard.in).

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

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

6. **MODE OF SUBMISSION OF BIDS**

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

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

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

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

- c. निविदा दस्तावेज़ पीडीएफ प्रारूप में प्रस्तुत किया जाना चाहिए और पीडीएफ प्रारूप से सीधे खोला जा सकता है। उपरोक्त का अनुपालन न करने वाले प्रस्तावों को बिना किसी सूचना के सरसरी तौर पर खारिज कर दिया जाएगा।

Tender Documents should be submitted in PDF Format and Directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.

- d. निविदाएं, तकनीकी - वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से **“SB-OSD/ASW/816/2023”** विषय के साथ प्रस्तुत की जाएगी।

Tenders, Techno- commercial bid (Part-I) and Price bid( Part -II) shall be submitted separately via email , with subject as **“SB-OSD/ASW/816/2023”** to:

- (i) [jithu.gl@cochinshipyard.in](mailto:jithu.gl@cochinshipyard.in)  
(ii) [adarsh.s@cochinshipyard.in](mailto:adarsh.s@cochinshipyard.in)

प्रतिलिपि / Copy to:

- (ii) [madhu.pk@cochinshipyard.in](mailto:madhu.pk@cochinshipyard.in)  
(iii) [ajithkumar.n@cochinshipyard.in](mailto:ajithkumar.n@cochinshipyard.in)

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

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

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

Late tenders / tenders with conditions will be summarily rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13. पूर्व अनुबंध अखंडता संधि / PRE CONTRACT INTEGRITY PACT**

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

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

### **14. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES**

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

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

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

Cochin Shipyard Limited (CSL) has registered in the **TReDS Portal viz., RXIL, M1xchange and Invoice Mart**. Those vendors who have registered in the TReDS portal may upload the invoice in the respective portal under an intimation to concerned



executing officer for processing the payment through TReDS portal. Suppliers are requested to check with the concerned executing officer regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.

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

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

### ERECTION OF ASW SWC VESSEL

#### **1. कार्य का विवरण / DESCRIPTION OF WORK**

- 1.1. This tender enquiry pertains to the awarding of contract for **Outsourcing of Erection of ASWSWC Vessel in Dry dock within CSL premises** 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. Scope of work / Technical specification (Annexure III)
- 1.2. Glimpse of the scope of work is Erection of ASWSWC Vessel (Approx. 325 Tonnes (275 T Steel + 50T Aluminium) (26 Blocks (Steel-13 + Aluminium-13)), in Dry dock of Cochin Shipyard Limited, Perumanoor P. O. Kochi-15, Kerala State, to the entire satisfaction of CSL / Owner / Class surveyor; with blocks provided by Cochin Shipyard Ltd (CSL) in accordance with the Scope of work specified at Annex-III and approved drawings and CSL Terms and conditions in all respects.
- 1.3. **Bidders are requested to visit CSL site and study the scope of work before submitting their offer. Clarification, if any, required may be obtained from AGM (HE&GA) before quoting.**

#### **2. विक्रेताओं के लिए पात्रता मानदंड / PRE - QUALIFICATION (PQ) FOR BIDDERS**

The Bidder should qualify the following PQ Criteria:

##### **2.1. GENERAL**

- 2.1.1. Bidder shall be a single firm.
- 2.1.2. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL or by any of the Public Sector Undertaking or Government department etc. The declaration of eligibility at Annexure VII shall be submitted in this regard.
- 2.1.3. All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of any other than bidding firm will not be considered for bidding firm's qualification.

## **2.2. TECHNICAL EXPERIENCE**

2.2.1. Technical pre-qualification requirement is given below:

- a) The Bidder should have the track record of doing similar type of works continuously or in fragments, during the past seven (07) years ending on 30<sup>th</sup> Sept 2023, as specified below:
  - (i) Three similar completed works costing not less than the amount equal to 80 Lakhs.  

OR
  - (ii) Two similar completed works costing not less than the amount equal to 1 Crores.  

OR
  - (iii) One similar completed work costing not less than the amount equal to 1.5 Crore.
- b) Similar work(s) means Erection of Hull Blocks and ship consolidation and be conversant with Ship Building / Ship Construction procedures or paramilitary ships or submarines structure etc. The bidder should have experience of steel, Aluminium or combination of both for blocks Fabrication, assembly & Erection for sea going ship in last seven years (Ending 20/10/23). The similar works refers Erection and consolidation of ships on hard ground / dry dock / slipways etc.
- c) One similar completed work means all relevant work(s) pertains to one project or one ship.
- d) The bidder should have relevant experience in Aluminium welding. Details of welding machines shall be submitted along with the offer.
- e) In the case of ongoing works, work progress report from the authorized officer of the work order issued firm shall be submitted for considering CSL requirement.
- f) The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits. For this purpose, "Similar Works" has been defined and relevant order copies to be submitted along with this bid. The qualification value for work orders / contracts will be considered excluding taxes reflected in the work orders / contracts
- g) The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.
- h) CSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.
- i) Documents to prove credentials of the firm to undertake the subject work. eg: Details of qualified welders having relevant WPS approved by classification societies, Skilled / qualified Manpower, Work experience of similar job,

equipment's & facilities etc. The firm has to submit the documents which validate the above mentioned Clause 2.2.1 (a) to (f) requirements.

2.2.2. Considering the importance of HSE practices to be followed in building dock, the following criteria pertains to HSE must fulfilled by the firms:

- i. Existing CSL registered sub-contractors with minimum HSE rating of 3 stars or above will only be considered this contract.
- ii. All bidders other than those registered with CSL, should submit their HSE plan, in line with CSL's HSE rating (3 Star or above) requirements along with the bid. Also, bidder must submit the above HSE plan and make a presentation before CSL safety department as part of technical evaluation. Bidders who qualify this only will be considered for further technical evaluation / price bid opening.
- iii. Companies having experience inside and outside CSL, should have an HSE rating of minimum 3 star in case major technical experience claimed is inside CSL (Ref. Clause 2.2.2 (Sl No. i) ). Otherwise bidder shall comply with Sl. No ii above.

### 2.3. FINANCIAL CAPABILITY

- 2.3.1. The bidder shall have an average annual financial turnover of Rs. 60 Lakhs during the last three years ending on 31<sup>st</sup> March 2023.
- 2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its net worth, turnover and profit during the past three years. Certificate shall be as per the format placed at Appendix – B.
- 2.3.3. The applicant shall furnish a positive net worth certificate (from Chartered Accountant), to the effect that the tenderer is financially sound and has sufficient resources for security deposit / retention money and for executing the work as per schedule.

### 2.4. OTHER TERMS & CONDITIONS

- 2.4.1. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.
- 2.4.2. The interested firm shall have their presence / office in Cochin for undertaking sub contracting works. If not, an undertaking that a local office will be set up at Kochi shall be submitted along with the offer.

- 2.4.3. The interested firm shall have key personnel having single point of contact with contact details. He/she shall have adequate and specialized experience capable of discharging their responsibilities
- 2.4.4. All statutory requirements including labour license / ESI / EPF / Insurance of employees etc shall be the responsibility of contractor/ firms.
- 2.4.5. Bidder should submit duly signed compliance matrix placed at Appendix – A for technical deviation/queries if any along with the offer.
- 2.4.6. RIGHT TO VERIFICATION: CSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.
- 2.4.7. The bidding firm shall have a qualified Project Management Team & workmen in the field of Erection & consolidation works, QC, safety, supervision, fire watch etc. Also, firm shall have capability to engage 100 – 120 plus workmen at a time to meet CSL targets.

### **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. CSL initially intends outsource the erection work of **01 vessel**. However, the contract may be further extendable to another 01 or 02 vessels also on same rate, terms & conditions of this contract on mutual agreement based on currently awarded work performance of firm at site.
- 4.2. Contract will be concluded with the Bidder qualifying to techno-commercial conditions and emerging as L1.
- 4.3. Once work order is placed successful bidder should be able to commence the works, within 2 weeks of prior intimation from CSL.
- 4.4. CSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based CSL requirement. The decision of CSL regarding the same shall be final and conclusive.

## 5. कार्य की मात्रा / QUANTUM OF WORK

Stage	Description	Indicative Quantity
1	Erection, alignment, fairing welding and dry-survey of erection joints of Steel Blocks below main deck.	Weight - 250 Tonnes (Appx) No. of Blocks - 09 Nos. Weld length – Butt - 400 m & Fillet 2800 m <b><u>Material</u></b> DMR249A. (Thickness range 4 mm to 8 mm) <b><u>Welding Processes</u></b> – MIG, MMAW
2	Erection, alignment, fairing welding and dry-survey of erection joints of Superstructure Aluminium & Steel Blocks.	Weight - 80 Tonnes (Appx) No. of Blocks - 17 Nos. Weld length - Butt - 300 m & Fillet 1800 m <b><u>Material</u></b> DMR249A (Thickness range 4 mm) DNV- 5083 Grade H116 (Thickness range 4 mm) Bimetallic strip size – 16 mm Square & 20 mm square. <b><u>Welding Processes</u></b> – MIG, MMAW
3	Tank Testing APT, HST, Hose test of Bulkheads & Sea-chests as per tank testing plan and vacuum test of all erection joints.	Air Pressure Test - 30 Tanks Hydrostatic Test - 15 Tanks. <b><u>Range Volume of Tanks</u></b> Less than 10 M <sup>3</sup> – 18 Nos 10 M <sup>3</sup> to 30 M <sup>3</sup> – 8 Nos. More than 50 M <sup>3</sup> – 1 No. Hose test of Bulkheads & Sea-chest - 8 Nos each and additional if required based on survey comments. Vacuum test of erection joints – 8 joints and additional if required based on survey comments.
4	Removal of lifting lugs carlings & additional supports and shore pockets.	For all 26 blocks. Include lifting and turning lugs and carlings and support angles.
5	Revision works allocated by the officer in charge during the erection works including dry-survey.	Approximate No. of Revisions – 60 Revisions include :- <ul style="list-style-type: none"> <li>• Hull modifications</li> <li>• Equipment seats and carlings</li> <li>• Engine seat structural modifications</li> <li>• Plate inserts for Deck-hull items and equipment's etc.</li> </ul>

6	Rectification of all undulations / fair outs / dents on decks, bulkheads and hull exterior up to the standards as per IACS rule-book.	Based on site condition.  Undulations formed in shell, Deck, Bulkheads due to handling & transportation of blocks and welding deformation etc.
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Note : Weight & Weld length are indicative only

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

- 6.1. CSL wish to commence the erection work tentatively as noted below:  
December 2023 / January 2024 OR April 2024 / May 2024.  
However, the months are vary depends upon the site condition of dock.
- 6.2. The successful bidder shall ready to execute the work as per CSL requirement.
- 6.3. Total duration for the completion of work will be **4 Months** from the date of receipt of work order + 14 days (Including qualifying WPS)
- 6.4. 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.
- 6.5. A detailed overall schedule, in a reasonable manner should be submitted prior to commencement of work. Additionally, detailed working schedules (Weekly/monthly etc) are to be prepared and submitted to yard personnel.

## 7. कार्य प्रक्रिया / WORK PROCEDURE

- 7.1. After receiving work order contractor shall submit the execution plan of work to be completed in 4 months.
- 7.2. Detailed for each category of works are mentioned in the Annexure III to the tender enquiry.
- 7.3. Necessary job instructions, drawings etc. for the work will be issued by CSL.
- 7.4. Contractor is to carry out the work as per the specifications / drawings supplied, and to the satisfaction of CSL.
- 7.5. Contractor should maintain the quality as per CSL Quality Standards, yard quality procedures. Inspection will be carried out during erection by CSL.
- 7.6. Contractor shall submit the weekly /monthly progress reports to CSL.

## **8. निरीक्षण / INSPECTION**

- 8.1. The complete work has to be carried out under the survey of ship classification society / owner / CSL. For more details please refer Clause No. 5(a) to 5(e) of Annexure-III and other relevant clauses under scope of work.
- 8.2. Contractor shall ensure various pre requisite to ensure quality such as qualification of WPS, use of calibrated welding machines and oven's, use of welding consumables approved by DNV, material / welder traceability, facility inspection and clearance by DNV etc.

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

### **9.1. Technical Bid ( Part -I )**

- 9.1.1. The technical bid as specified in the scope of work (Annexure III) shall be submitted in soft copy via E-mail only.
- 9.1.2. **The following shall be submitted along with technical Bid, failing which the bid may be summarily rejected :-**
  - 9.1.2.1. Original tender document general Terms & conditions and technical specifications placed at Annexure I, II & III duly signed on all pages.
  - 9.1.2.2. The commercial Check List at Annexure IV filled up completely and duly signed
  - 9.1.2.3. Copy of un-priced bid format of each category of works at Annexure V.
  - 9.1.2.4. 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.
  - 9.1.2.5. The declaration of eligibility at Annexure VII
  - 9.1.2.6. All other documents relevant to this tender.
- 9.1.3. **The non submission of duly filled commercial checklist will lead to the rejection of the bids.**

### **9.2. Price Bid ( Part-II )**

- 9.2.1. The bid shall be comprehensive of the nature for the Erection of ASW SWC Vessel in Dry dock within CSL premises shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III.
- 9.2.2. 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.



- 9.2.3. The price bid shall be as per the Price Bid Format Annexure V.
- 9.2.4. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid.
- 9.2.5. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.
- 9.2.6. As per tender condition, the price bid which were not opened will not be returned back at any reason.
- 9.2.7. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

#### 10. असामान्य रूप से कम उद्धृत दरें / ABNORMALLY LOW QUOTED RATES

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

#### 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. WORKDONE CERTIFICATION

- 12.1. Work done certificate will be issued by AGM (HE) or his Nominated officer based on physical verification and on applicable inspection reports signed by QC/Class/ Owner on various stages of work progress.
- 12.2. Weightage for payment recommendation is tabulated below:

Sl.No	Stages	Description	Weightage
1	Stage 1	Erection, alignment, fairing, welding and dry-survey of keel laying block and adjacent blocks below main deck. (Total 7 Steel Blocks) including NDT and closing of survey comments.	35



2	Stage 2	Erection, alignment, fairing, welding and dry-survey of remaining 2 Steel blocks below main deck including NDT, closing of survey comments, APT, HST and hose tests, removal of lifting lugs & accessories, rectification of undulations of the completed blocks.	15
3		Completion of all revision works under main deck	10
4	Stage 3	Erection, alignment, fairing, welding and dry-survey of Aluminium blocks (Super-structure) (13 Blocks)	20
5	Stage 4	Erection, alignment, fairing, welding and dry-survey of remaining 4 Steel blocks (Super-structure) including NDT, closing of survey comments, hose tests, removal of lifting lugs & accessories, rectification of undulations of the completed blocks.	10
6		Completion of all revision works in super-structure.	5
7	Stage 5	Closing of all survey comments.	5
8		<b>Total</b>	<b>100</b>

### 13. भुगतान की शर्तें / PAYMENT TERMS

13.1. Payment will be released in 4 stages based on work done certification (Clause 13 above) for the following work completion stages and on certification by the Officer-in-charge.

Stages	Cumulative % of Payment to be released	Cumulative % of work completion
Stage-1	25%	35%
Stage-2	50%	60%
Stage-3	75%	80%
Stage-4	90%	95%
Stage-5	100%	100%

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

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

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

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

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

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

**14. प्रतिभूति जमा / SECURITY DEPOSIT**

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

**15. निष्पादन गारंटी / PERFORMANCE GUARANTEE**

15.1. The complete work carried out by the contractor shall be guaranteed against performance of work till the date of satisfactory launching and sea trial of vessel, any damage or failure occur within the guarantee period, the firm shall rectify/rework the defect as applicable without any extra expenditure to CSL.

15.2. Towards this, a performance guarantee equivalent to 5% of the total value of the contract to be furnished by the contractor within 15 days of receipt of work order, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank / Scheduled Indian Bank valid till the expiry of the guarantee period. (Payment will be released only on submission of PBG)

15.3. PBG will be returned to the Contractor on satisfactory launching and sea trial of vessel on certification of nil liability to CSL by Officer-in charge.

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

**16. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES**

16.1. 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 2.0 % of the total contract value per week or part thereof, subject to a maximum of ten (10) percent of the basic value of the delayed work.

16.2. In the event, the contractor fails to complete the work promptly and satisfactorily beyond maximum LD recoverable days, CSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost, risk and expenditure.

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

17.1. 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.

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

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

18.1. 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.

18.2. 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.

18.3. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.

18.4. 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.

**19. अप्रत्याशित घटना / FORCE MAJEURE**

19.1. 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.

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

**20. मध्यस्थता / ARBITRATION**

- 20.1. 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.
- 20.2. 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.
- 20.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.

**21. क्षेत्राधिकार / JURISDICTION**

- 21.1. 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.

## **22. श्रम कानून और विनियम /LABOUR LAWS AND REGULATIONS**

- 22.1. The Contractor shall undertake and execute the work with contract Labour only after taking license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act 1970.
- 22.2. The Contractor shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, 'Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Contractor shall inform CSL his license number from the Central Labour Commissioner.
- 22.3. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen in the Company. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 22.4. The Contractor shall submit the Labour Reports>Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach Personnel Department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.
- 22.5. The Contractor shall maintain the records viz. Muster Roll, Acquaintance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.
- 22.6. If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, CSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by CSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by CSL.
- 22.7. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by CSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by CSL.
- 22.8. The Contractor shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any

misconduct or criminal act inside the Company, the Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.

22.9. All person who are engaged for various works in CSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:

22.10. Passport/attested copy of passport with photo and address particulars. OR

22.11. Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)

22.12. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.

22.13. **Contractors are requested to familiarize themselves with the labour rules & regulations prevailing in CSL including the labour wage pattern of contract labour as per the settlement between the trade unions & contractors.**

### 23. आईएमएस दिशानिर्देश /IMS GUIDELINES

23.1. CSL has implemented an Integrated Management System (IMS) consisting of Environmental Management system (EMS), Occupational Health and Safety Management System (OHSMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of CSL.

23.1.1. Meeting or exceeding customer requirements.

23.1.2. Assuring quality of the products and service.

23.1.3. Preventing occupational ill health & injuries.

23.1.4. Ensuring safe work sites.

23.1.5. Conserving natural resources.

23.1.6. Preventing / minimizing air, water & land pollution.

23.1.7. Handling and disposal of Hazardous wastes safely.

23.1.8. Complying with statutory & regulatory and other requirements.

23.1.9. Developing skills and motivating employees.

23.2. Occupational Health, safety & Environmental requirements of CSL shall also include the following.

23.3. The contractor (or a sub-contractor performing work on behalf of the contractor) is deemed to comply with the Occupational health, safety and environmental policy of



the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the requirements of the established Integrated Management System (IMS) of the company.

23.4. The Contractor shall undertake the work in total compliance with all applicable legal/statutory requirements related to occupational health, safety and environment effective in the state of Kerala.

23.5. It is the sole responsibility of the contractor to assure that any sub-contractor/s who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to the Integrated Management System of the company and the health/safety/environmental Rules effective in the state.

23.6. The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities, for their period of contract, in their activities/at their work sites, which shall be required according to the IMS of the company or that required by the health/safety/environmental Rules established and effective in the state, at their own cost.

23.7. If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental Rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.

23.8. Upon completion of the work, contractor shall clear the area and shall not leave any Occupational health/safety/environmental liabilities to the company, from their activities at the worksites.

23.9. Any clarification related to IMS requirements of the yard, may be obtained by the contractor from the DGM (OF) or the authorized representative of the contract, prior to the commencement of work.

#### **24. बिजली नियम और विनियमन / ELECTRICITY RULES AND REGULATION**

24.1. The contractor shall adhere to the various rules in respect of electrical installation as per the Indian Electricity Rules and Regulations and Electrical Inspectorate Standards in order to make sure that men and materials are safe from hazards.

#### **25. गोपनीयता खंड / SECRECY CLAUSE**

25.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the

provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.

- 25.2. All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.
- 25.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board.
- 25.4. SECRECY, Titles: Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of CSL country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the CSL and upon execution of confidentiality agreements satisfactory to the CSL with such third parties prior to disclosure.

**26. HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR OEMS /TURNKEY JOBS / SUB CONTRACT WORKS INSIDE CSL**

**INTRODUCTION**

- 26.1. CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.
- 26.2. CSL is committed to provide safe and healthy work environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.
- 26.3. Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractor's personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.
- 26.4. CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.



### **GENERAL GUIDELINES**

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

### **HSE REQUIREMENTS**

- 26.14. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
- 26.15. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
- 26.16. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.
- 26.17. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work. The work shall be executed through Notification Control Procedure (NCS).
- 26.18. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
- 26.19. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
- 26.20. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
- 26.21. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
- 26.22. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
- 26.23. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the

availability of fire extinguishers at site.

- 26.24. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.

## **27. सामान्य शर्तें / GENERAL CONDITIONS**

- 27.1. Erection of ASWSWC vessel has to be commenced immediately after receiving drawings, painted blocks and site clearance from CSL.
- 27.2. Documentation of received material to be maintained by the contractor on daily basis.
- 27.3. The sub contractor has to complete the entire work to the satisfaction of CSL QC /Class/ Owner as per stipulated start and finish dates in the Work Order. The number of days required for the completion of work would be fixed by execution department in consultation with planning dept.
- 27.4. CSL will provide erection facilities such as dock-space, Crane, Fork lift, Welding electrode, Gas, Power supply, scaffolding materials etc. at free of cost for the period stipulated in the Work Order. However, it is the responsibility of contractor to ensure the availability of these facilities for the seamless production. For that contractor shall liaison with the CSL officer in charge for ensuring the same.
- 27.5. All welders would be required to qualify relevant WPS of CSL at Contractor's cost.
- 27.6. In order to meet the timeline as per Work Order, the subcontractor is permitted to work on Sunday/Holiday or beyond normal working hours subject to the intimation to CSL officer concerned. Gas, power etc required in odd hours shall be intimated one day in advance to facilitate the same.
- 27.7. Hindrances in erection works due to non-availability of CSL supplied material, consumables, equipment break down, power availability etc. will be checked and certified by AGMs concerned or his Nominated Officer and the delay will be considered for the total period of completion of work and the purpose of calculation for LD and charges of CSL facility usage.
- 27.8. The contractor has to keep records of all dates for receipt of Materials, Drawings & site availability along with the date of inspection and update the same on regular basis which shall be checked / verified by CSL on demand.
- 27.9. Guarantee for poor workmen ship is applicable till the date of satisfactory completion of erection/launching of Vessel. The contractor shall rectify/rework the defect as applicable without any extra expenditure to CSL. Any additional expenditure incurred by CSL on account of poor workmanship by the contractor, that cost will be recovered from the subcontractor bill.

- 27.10. (Work Completion Certificate )WCC shall be duly certified by AGM (Hull Erection) or, his nominated officer duly supported by survey report, consumable consumption report, RT report, revision completion details, actual start and completion date of work etc and same is deemed necessary for payment.
- 27.11. Sufficient Supervisory Staff shall be engaged by the contractor during execution of work and in case of any accident/ damage to CSL properties, full responsibility will be attributed to the contractor and loss incurred will be recovered from the contractor.
- 27.12. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, contractors should adopt all the required safety measure and strictly comply with the safety regulations/ HSE practices of CSL.
- 27.13. Contractors are not allowed to give further sub contract to any other firm in CSL.
- 27.14. Scrap/waste generated during the fabrication to be segregated in appropriate pallet. Also, proper housekeeping of the usage area to be maintained.
- 27.15. In addition to all above, contractors should abide all other prevailing rules and regulation within CSL.
- 27.16. 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.

**28. गैर-प्रकटीकरण समझौता (एनडीए) / NON-DISCLOSURE AGREEMENT(NDA):**

- 28.1. Prior to placement of Purchase Order, the successful bidder/s shall necessarily submit Non-Disclosure Agreement (NDA), as per format at **Appendix-C**. Drawings will be issued to the Successful bidder only after execution of Non-Disclosure agreement (NDA). This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 100 The Specifications, drawings, work instructions and protocols such issued against NDA shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. Current illustrative format of NDA is enclosed at **Appendix-C**, for your ready reference. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the prevailing format, at the time of order placement. The same would be made available at appropriate time. Relevant documents as per Annexure III will be provided by CSL against submission of Non-Disclosure Agreement:

**29. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS**

- 29.1. 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.)

- 29.2. 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.
- 29.3. 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. 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.
7. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
8. 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

# ERECTION OF ASW SWC VESSEL

### 1 परिचय / INTRODUCTION

This tender enquiry pertains to the awarding of contract for Outsourcing of Erection of ASWSWC Vessel in Dry-dock within CSL premise. Glimpse of the scope of work is Erection of ASWSWC Vessel (Approx. 325 Tonnes (275 T Steel + 50 T Aluminium) (26 Blocks (Steel-13 + Aluminium-13)) in Dry-dock, Cochin Shipyard Limited, Perumanoor P. O. Kochi-15, Kerala State, to the entire satisfaction of CSL / Owner / Class surveyor; with blocks provided by Cochin Shipyard Ltd (CSL) in accordance with the Scope of work and approved drawings and CSL Terms and conditions in all respects.

### 2 काम की गुंजाइश / SCOPE OF WORK

In detail, the following are to be executed by the contractor as Erection & post Erection work.

- a) The prefabricated ship blocks (Steel & Aluminium) are to be erected as per approved Docking Plan for Erection.
- b) Alignment of the erected blocks to the satisfaction of the inspection authority.
- c) Green material removal, edge preparation and fairing of the joint of the aligned blocks as per the approved WPS.
- d) Welding of the joints (Butts, seams, internals) as per the approved WPS by qualified welders.
- e) Dry-survey and presenting for Survey of the joints by Classification societies and owner surveyors.
- f) Rectification in case of failure of Non-destructive tests of weld joints as per NDT Plan are to be carried out. Additional expenses incurred by CSL in connection with RT failures will be deducted as per the prevailing rate from the final bill at Rs 1750/- plus GST for every RT failure. If any further increase in RT rate, same will be applied.
- g) The removal of lifting lugs, carlings, additional supports and pads including dry-survey is to be done by the contractor.
- h) Completion of all hull revision works allocated by the officer in charge during the erection works including dry-survey prior to launching of the vessel.
- i) Vacuum testing of erection joints.
- j) Conducting Tank testing (APT, HPT, hose test etc.) as per the tank testing plan



and presenting for Survey of the joints by Classification societies and owner surveyors. Additional testing, if any, proposed by the surveyors also to be carried out.

- k) Conducting principal dimension survey and keel sighting.
- l) Five (5) Grand assembly work to be done by the contractor, if required.
- m) Rectification of all undulations / fair outs / dents on decks, bulkheads and hull exterior up to the standards as per IACS rule-book.
- n) Coordinating inspections with the Class/Owner representative/CSL IQC.
- o) Erection tools and equipments like cutting machines for steel and aluminium, grinding machines, welding machines for steel and aluminium, flash back arrestors, cutting hoses, , welding cables, etc are to be arranged by the firm at their own cost.
- p) All erection consumables like, buffing wheels, flap discs, grinding wheel, pencil stone etc must be arranged by the firm at their own cost. The firm must test all equipment in accordance with CSL regulations. According to CSL HSE rules, the firm must purchase all safety-related devices such as an ELCB for an extension box, safety relays for welding equipment, flash back arrestors and quick coupling for cutting hose, etc.
- q) The firm should enforce uniform dress code for all their employees. Uniform has to be provided by the firm to their workmen, supervisor's etc at their own cost. The portable containers may be brought and used by the firm to create office space if required. The container can be placed at designated location earmarked by officer in charge.
- r) The firm is responsible for providing the appropriate PPE and safety equipment's to the workers hired for the project in accordance with CSL HSE standards.
- s) All steel / aluminium scrap and industrial waste arising out of erection activities must be collected from the site and deposited in respective pallets provided by CSL.
- t) The firm is responsible for cleaning up the area of work with respect to all sorts of debris generated on a daily basis on appropriate waste pallets provided by CSL.
- u) The firm must qualify enough welders for each applicable WPS for the job to proceed smoothly.



- v) The mobilization period for the commencement of the job will be two weeks from the date of receipt of work order. Welders must be positioned during the mobilization period to qualify for WPS from the date of receipt of the firm Work order.
- w) The firm should appoint an experienced project manager with similar experience in erection works for liaising with CSL and also employ a sufficient number of qualified, experienced supervisors for managing day-to-day operations round the clock. A supervisor with HSE experience and sufficient no. of Field safety representative should be employed for managing safety requirement in CSL site.
- x) The firm shall execute, during or after completion of the work, any minor job connected with the work that is considered necessary by the shipyard, classification society, or owner.
- y) Detailed project micro schedule with activities to be drawn and submitted by the firm prior to the commencement of job, matching with CSL construction schedule and requirements.
- z) The firm should have a dedicated QA team with an experienced QC manager, and every inspection is to be checked and certified by the QA team before being offered to CSL QC and subsequent survey.
- aa) The project review meeting will be conducted on a weekly or daily basis at various levels. Project manager/ Supervisor must attend the meeting.
- bb) Progress reporting- Monthly and weekly erection joint percentage completion is to be reported to CSL-Officer in Charge.
- cc) All revision drawings issued by design are to be executed in the erection stage prior to launching of the vessel unless otherwise concurred by CSL officer in charge.
- dd) All production aid material, like strong backs, clamps, wedges, additional stiffening materials like angles, flat bars, T-sections; incidental to the production jobs has to be prepared by the firm with material supplied by CSL.
- ee) The firm must follow the welding sequence to prevent deformation using MIG or MAG. The welding machines brought by the contractor shall have valid calibration certificates.
- ff) Request for periodic revalidation of scaffoldings and validation after modification of scaffoldings etc. are responsibility of the contractor.
- gg) Arranging required Personal protective equipment's (PPE) shall be the responsibility of contractors as appropriate.

- hh) Providing lighting and ventilation arrangement shall be done by contractor for which blowers and lamps will be provided by CSL.
- ii) The firm should forward the following report after the completion of each erection joints.
- (i) **Survey report with comments closed.**
  - (ii) **NDT reports.**
  - (iii) **Consumable consumption report.**
  - (iv) **Revision completion details.**
  - (v) **Welding Traceability Report.**
  - (vi) **Principle dimension survey report.**

**3 फर्म की अन्य जिम्मेदारियां / OTHER RESPONSIBILITIES OF THE FIRM**

- a) In order to meet erection completion time line, the successful firms has to work 24X7 basis, if required.
- b) The mobilization of all labour force (skilled, semiskilled, and unskilled) necessary for the erection works and equipment shall be in accordance with the scope of work, drawings, guidelines etc given by CSL.
- c) All blocks taken for erection shall be cross checked for dimensional accuracies / errors. Any kind of damage to the blocks during the erection works due the poor workmanship of the contractor shall be rectified at contractor's cost.
- d) The welders must be certified by DNV surveyor, and additional costs for certification must be paid by the firm at the current rate of Rs 8100 + 18% GST, which is valid till 10<sup>th</sup> November 2023, after which the fee will change and the same will be applicable.
- e) The firm must also have sufficient no of portable oven for baking electrode as per CSL Standards.
- f) Removal of water accumulated due to rain from the ship will be responsibility of the contractor.
- g) CSL recommends, the firm to implement innovative technological improvements for reducing the man hours and thereby reducing daily deployment without affecting the production targets with concurrence of officer in charge.
- h) The firm 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 firm, in the event of loss or damage.

- i) Bidders are advised to visit Docks of CSL and its surroundings, familiarize themselves with existing facilities, systems, environment, labour availability, statutory rules, CSL HSE guidelines, etc. The bidder shall collect all other information, including applicable laws required for preparing and submitting the bid and enter into a contract. The firm is bound to comply with all applicable environmental, health, and safety rules, regulations, policies, procedures, and guidelines while performing the work.
- j) Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after the submission of the bid or during implementations.

#### **4 यार्ड का दायरा / SCOPE OF YARD**

- a) Necessary dock space will be earmarked and allocated for the erection work.
- b) Lay out and positioning of necessary dock blocks on dry-dock floor as per docking plan, prior to erection.
- c) The erection work has to be carried out at CSL Dry-Dock CSL premises. The material handling equipment's and crane facility inside CSL can be used by the contractor free of cost subject to availability. The requirement for the same must be planned well in advance.
- d) Grand assembly of engine room compartment (2 steel blocks extreme aft - Below main deck) will be carried out by CSL.
- e) Block Division Plan, Erection Sequence, Revision drawings, Tank Testing plan etc. will be supplied by CSL.
- f) Sufficient amount of consumables Oxygen & Acetylene at manifolds and shielding gas cylinders for welding will be provided by CSL.
- g) The production aid materials (Steel/ Aluminium) will be supplied by CSL.
- h) Sufficient power supply points will be provided by CSL.
- i) Sufficient Compressed air Manifolds will be provided by CSL.
- j) Sufficient industrial water tapping points and drinking water facility will be provided by CSL.
- k) The quality assurance plan (QAP) and applicable welding procedures specification (WPSs) will be provided by CSL.
- l) Necessary scaffoldings will be provided by CSL free of cost on request.

- m) Blowers and lamps for ventilation and lighting will be provided by CSL.
- n) Hydraulic jacks, shackles, lifting clamps for the erection will be provided by CSL free of cost,
- o) Diaphragm pumps will be provided by CSL for the removal of water if required.
- p) In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, CSL reserves the right to cancel the work order, and no compensation whatsoever will be entertained.
- q) The radiography tests will be conducted by CSL as per NDT plan and based on instruction by the surveyors between 2200 hrs and 0600 hrs.

**5 निरीक्षण, परीक्षण, क्यूए और क्यूसी / INSPECTION, TESTING, QA AND QC**

- a) The firm has to maintain the required dimensional accuracy as per quality standards the firm has to maintain the required dimensional accuracy as per quality standards (to be provided by CSL).
- b) All welding work shall be carried out as per approved WPS by qualified WPS welders only and Welding traceability record to be maintained and to be shared to CSL as and when required.
- c) All welding machines are to be calibrated, and MIG welding is to be used.
- d) All tests and inspections shall be carried out as per the approved quality assurance plan.
- e) All works shall be as per strict compliance to weight control and approved CSL drawings.

**6 काम करने की पद्धति / METHODOLOGY OF WORKING**

- a) A detailed project report / execution plan to be submitted prior to commencement of works.
- b) The subcontractor 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.
- c) Necessary competent supervisors for the work, to be deployed. Employees of the firm shall work under close coordination with yard personnel,

structural contractors and Piping/Painting subcontractors 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 Labour rates, conditions, practices etc prevalent in the Yard and premises. The contractor shall be entirely responsible for all matters related to manpower and labour engagement for the subject contract.
- e) Issues related to availability and utilization of manpower shall be dealt by the Contractor. Availability of competent labour 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 area under instruction/intimation to CSL personnel at site. 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 in confined areas, safety clearance for scaffolding done by the contractor, electrical related provisions etc. as per CSL safety rules.
- h) The Contractor is to ensure proper cleanliness all around his work area while working on board ship. The contractor shall arrange to collect and clean up every day all the waste, scrap, debris etc. generated by his workmen while working on board the ship and other locations 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 firm / 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) Contractor / firm are required to work round the clock / Sundays/ holidays as per the requirement. Necessary permit to be taken from concerned officer in-charge.
- k) The upper age limit of all workers and supervisors employed by the contractor / firm and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.

- 1) Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.

**7 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 Outsourcing Department for reference.
- 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/816/2023 Dtd: 13.11.2023**

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

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



11	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	
12	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
13	Force Majeure	Agreed as per tender/Do not agree	
14	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
15	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
16	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
17	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
18	Mode of submission of tender	Direct / Email	
19	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, 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 <sup>st</sup> 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/816/2023 Dtd: 13.11.2023**

**ERECTION OF ASWSWC VESSL**

Sl No	Description	Qty (Tonne) (A)	Unit Rate (INR) (Per Tonne) (B)	Total Amount (INR) C = A*B
1	Rate per ton for the erection works of <b>Steel Blocks</b> as per scope of work of this tender.	250		
2	Rate per ton for the erection works of <b>Aluminium Blocks</b> as per scope of work of this tender.	80		
3	<b>SUB TOTAL -1 (SUM OF SL NO 1 to 2)</b>			
4	Rate per ton for Steel -Revision work. (20% over and above Sl.No.1 rate)	25	..... (1.2 times of Sl No 1)	
5	Rate per ton for Aluminium - Revision work. (20% over and above Sl.No.1 rate)	10	..... (1.2 times of Sl No 2)	
6	<b>SUB TOTAL-2 (SUM OF SL NO 3 to 5)</b>			
7	<b>GST ..... % HSN CODE.....</b>			
8	<b>GRAND TOTAL (SUM OF SL NO 6 &amp; 7)</b>			

Grand Total amount (in words) Rupees.....  
.....

**NOTE:**

- A. Price basis : For Destination ( at CSL).
- B. L1 will be determined based on Sub Total-1 amount (Sl No.3).
- C. GST as per the prevailing rate will be paid.

- D. The rate per tonne quoted shall be inclusive of cost of labor, for erection works including Erection, alignment, fairing, welding, dry-survey, tank testing, revision completion, lifting hook removal and presenting the work for survey. cost for all other activities as per tender scope , terms & conditions other than in CSL's scope for the satisfactory completion of work / acceptance by CSL QC.
- E. Quantity (weight in tonne.) shown above is only indicative, actual will be as per approved drawing.
- F. Payment will be released for actual quantity of work done at site based on approved drawings and work order rate per tonne.

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:-

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 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.
  - (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To en cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
  - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.



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

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

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

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

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

5.3. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the 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](mailto:jagadipsingh@yahoo.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.

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

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

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

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

Witness

1.....

2.....

Witness

1.....

2.....

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



## ANNEXURE-VII

### DECLARATION

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

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

Yours faithfully,

\_\_\_\_\_  
(Signature & Seal of Authorised Signatory)

**APPENDIX - A**

**COMPLIANCE MATRIX**

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

**Notes:**

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

**APPENDIX - B**

**FORMAT FOR FINANCIAL CAPABILITY**

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

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

**Certificate from Chartered Accountant:**

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

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

## APPENDIX - C

### **NON DISCLOSURE AGREEMENT**

This NON DISCLOSURE Agreement made at Cochin, Kerala, India on this \_\_\_\_ day of \_\_\_\_ 2023 between Cochin Shipyard Limited a company registered under the Companies Act, 1956 and having its registered office at Cochin-682015 (hereinafter referred to as “CSL”)

and \_\_\_\_\_ a company registered under the Companies Act, 1956 and

having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”).

CSL and \_\_\_\_\_ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

b) CSL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

b) As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the.....

\_\_\_\_\_ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.



2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential

Information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

will not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering,

Evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential

Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of

disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any

provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of TWO (02) years from the date of its execution

between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Cochin.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To CSL

Address:

Phone No.:

Fax:

E-mail:

To \_\_\_\_\_

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.



Signed by the within named  
CSL

In presence of

Signed by the within named

In presence of

**Note:** The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Cochin, Kerala. However, for other places stamp duty is to be levied as per Stamp Act of respective States.



**BLOCK DIVISION PLAN**

