

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/HULL/768/2023 Dtd: 12-05-2023**

**HULL BLOCK FABRICATION WORKS IN SSD COMPLEX,  
COCHIN SHIPYARD LIMITED**



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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/HULL/768/2023**

**12-05- 2023**

**निविदा सूचना / TENDER NOTICE**

**संक्षिप्त विवरण / BRIEF DETAILS:**

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/HULL/768/2023      Dtd: 12.05.2023
कार्य का नाम Name of work	Hull Block Fabrication Works in SSD Complex, Cochin Shipyard Limited
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)	02 <sup>nd</sup> June - 2023 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	23 <sup>rd</sup> May - 2023 at 11.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	02 <sup>nd</sup> June- 2023 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<p><b><u>For Commercial queries:</u></b> Mr. Madhu P K, Mob No : 73566 04501 AGM (Outsourcing Department)</p> <p><b><u>For Technical queries:</u></b> Mr. Joby Varghese, Mob. No: 98957 05110, AGM (HF-2)</p>



**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. **Cochin shipyard Limited, a leading Ship Building & ship repair industry and also well known player on the global ship building front**, invites interested, reputed, resourceful and financially solvent firms/contractors to submit **single stage two part bids**.
2. The Sealed competitive tenders in the prescribed form should be as per the terms and conditions as mentioned in the annexure to tender enquiry,
3. The pre-bid meeting will be held on 23.05.2023 at Planning Conference Hall of CSL from 11.00 AM. 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 20.05.2023 positively.
4. 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. 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**
  - 3a. **Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender considering prevailing COVID -19 SOP of CSL.**
  - 3b. 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.
  - 3c. 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.





**3d.** Tenders, Techno- commercial bid (Part-I) and Price bid( Part -II) shall be submitted separately via e mail with subject as “SB-OSD/HULL/768/2023” to:

(i) [jithu.gl@cochinshipyard.in](mailto:jithu.gl@cochinshipyard.in)

Copy to:

(ii) [madhu.pk@cochinshipyard.in](mailto:madhu.pk@cochinshipyard.in)

(iii) [ajithkumar.n@cochinshipyard.in](mailto:ajithkumar.n@cochinshipyard.in)

7. **The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 02<sup>nd</sup> June - 2023** and Part I Techno-Commercial Bid will be opened at **15.30 Hrs** on the same day.
8. Late tenders / tenders with conditions will be summarily rejected.
9. CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.
10. Only technically qualified bids will be considered for price bid opening. After evaluating the bids for both technical aspects and commercial terms, the techno-commercially qualified bidders will be intimated regarding the date and time of opening of Part II - Price Bid. Intimation will be as per prevailing SOP with respect to the COVID-19 situation, until such time COVID-19 protocol is applicable in CSL.
11. Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.
12. All rules & regulations specified by the Govt of Kerala and CSL, pertaining to the present COVID-19 pandemic situation should be adhered by the bidder.
13. **The following shall be submitted along with Part I (Techno-commercial) Bid:-**
  - i. **Original tender document duly signed on all pages** - including Terms & conditions of enquiry, general conditions, technical specification and drawings placed at Annexure I, II, III, IV, V, VI & Appendix A,B,C,D,E,& F.
  - ii. **The techno commercial Check List** at Annexure IV filled up completely and duly signed. **The non submission of duly filled techno commercial checklist will lead to the rejection of the bids.**
  - iii. **Copy of un-priced bid format** (price bid WITHOUT prices/numerals)
  - iv. List of deviations/exclusions from the tender enquiry terms and conditions (if any).

#### **14. PRE CONTRACT INTEGRITY PACT**

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




**15. MSME- PRIVILEGES**

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.

16. 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. Sub Contractors are requested to check with the concerned executing officer regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.

17. 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**

**HULL BLOCK FABRICATION WORKS IN SSD COMPLEX,**  
**COCHIN SHIPYARD LIMITED**

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

1.1. This tender enquiry pertains to the awarding of contract for **Outsourcing of Hull Block Fabrication Works in SSD Complex, CSL premises, Cochin Shipyard Limited** as per the following documents:

- 1.1.1. Cochin Shipyard Ltd - Terms and conditions (Annexure I)
- 1.1.2. Cochin Shipyard Ltd - General conditions (Annexure II)
- 1.1.3. Enquiry specification (Annexure III)

1.2. The scope of work includes Fabrication of approx. **1000 tonnes** of steel hull blocks per month from CSL's premise, Perumanoor P. O. Kochi-15, Kerala State, for various shipbuilding projects such as bulk carriers, commissioning service operational vessels, 12000 cum dredger or equivalent vessels to the entire satisfaction of CSL / Owner / Class surveyor; with prepared materials provided by Cochin Shipyard Ltd (CSL) in accordance with the Scope of work specified at Annex-III and approved drawings and CS, 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 (HF-2) before quoting.**

**2. विक्रेताओं के लिए पात्रता मानदंड / PRE - QUALIFICATION FOR BIDDERS**

The Bidder should qualify the following PQ Criteria:

**2.1. GENERAL**

2.1.1. The Bidder shall be a single firm/ Consortium / Joint venture. Indian subsidiary of parent/group Company can apply for this tender and can also claim experience and credentials of parent/group Company for pre-qualification. In case of acquisitions /



**TENDER ENQUIRY NOTICE – Hull Block Fabrication Works in SSD Complex**

mergers in the past, satisfactory documentary evidence needs to be submitted for claiming their experience for prequalification. Change of name of applicant in the past, if any shall be corroborated with satisfactory documentary proof. Company Profile and copy of Certificate of Incorporation to be submitted along with the offer. MoU with other firms to carry out specific specialized scope of work is allowable. The consortium firms shall have minimum one year experience in consortium works

- 2.1.2. In case of a consortium, bidder will be lead firm and shall meet all technical, financial requirements as per this tender. Work order will be placed on lead firm and responsibility as per this contract lies with them.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. 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
- 2.1.6. 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.
- 2.1.7. All statutory requirements including labour license / ESI / EPF / Insurance of employees etc shall be the responsibility of contractor/ firms.
- 2.1.8. All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. If the bidding firm is in consortium with other firm (Consortium agreement placed at Appendix-B to be duly signed by both firms). Qualifying documents submitted in the name of any other than bidding/consortium firm will not be considered for bidding firm's qualification.
- 2.1.9. Bidder should submit duly signed compliance matrix placed at Appendix – A for technical deviation/queries if any along with the offer.
- 2.1.10. 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.



## **2.2. TECHNICAL EXPERIENCE**

- 2.2.1. The bidding firm including consortium or joint venture or subsidiary firm should have experience in Hull block fabrication works or Heavy Engineering fabrication works and be conversant with Ship Building /Ship repair/ Ship Construction procedures or paramilitary ships or submarines or offshore structure etc.
- 2.2.2. The bidder should have prior experience in similar works during last 5 years ending 31<sup>st</sup> March 2023 and should be conversant with Heavy Engineering fabrication/Ship Building /Ship repair/ Ship Construction procedures or paramilitary ships or submarines or offshore structure so that they could adhere to the CSL / Naval and Class requirements & specifications while carrying out fabrication & hull outfitting works.
- 2.2.3. The bidding firm team shall include a qualified Project Management Team & workmen in the field of Hull block fabrication, QC, safety, supervision, fire watch etc. Details of qualification & experience (CV) of project management team should be submitted along with the offer. Also, firm shall have capability to engage 150 plus workmen at a time to meet CSL targets.
- 2.2.4. The Bidder should furnish the required work-specific information and documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to CSL in support of its claim of experience.
- 2.2.5. For order value above one crore, existing sub contractors with HSE rating of 4 stars or above only will be considered and for new vendors, these vendors who are submitting CSL approved HSE plan along with the tender document only will be considered.
- 2.2.6. All required equipments, tools & tackles including material handling equipments, Personal protective equipments (PPE), lighting & ventilation shall be the responsibility of contractors as appropriate.
- 2.2.7. **It is strongly advised that interested parties may visit the CSL, Kochi before submitting the tender. The visit is intended for the firms to have first-hand information regarding the scope of work, and to make proper assessment of the workplace/ facilities.**
- 2.2.8. The firm has to submit the documents, which validates the above mentioned requirements. CSL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply with the same.



### **2.3. FINANCIAL CAPABILITY**

- 2.3.1. The bidder shall have an average financial turnover of Rs. 3.5 Crores 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- E
- 2.3.3. The applicant shall furnish solvency certificate to the tune of Rs. 1.5 Crore as per the proforma attached of this document from a nationalized /scheduled bank, 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. The applicant shall submit the solvency certificate as per the format placed at Appendix- F, not older than 3 (three) months prior to last date of submission of this tender.

### **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. Approximate Hull Blocks to be fabricated per month is 1000 Tonnes. Vessels under this contract are MPV, CSOV, Dredger and other equivalent vessels being constructed by CSL during this contract period.
- 4.2. Contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1 and bidder who are willing to match L1 rate as per below noted clause.
- 4.3. Considering the heavy quantum of work associated with Hull Block fabrication also considering the limited time period available for project completion, CSL reserves the right to split orders with various bidders (as per clause 4.4 below) at L1 rate.
- 4.4. Work corresponding to the minimum 400Tonnes per Month is assured for L1 bidder. Balance 600Tonnes per Month will be equally awarded to other two bidders who are willing to match the L1 rate. Selection of this bidder will be in the sequence of ascending order of lowest rate quoted (L2, L3, L4.....).
- 4.5. Work distribution/ allocation proposal for L1 firm and L1 rate matching firms is detailed at clause 5.1 below.



4.6. CSL reserves right to reduce/ increase the percentage work based on the performance of firms at site.

4.7. Work distribution/ allocation proposal for L1 firm and L1 rate matching firms is detailed at clause 5 below.

## 5. कार्य की मात्रा / QUANTUM OF WORK

5.1. Fabrication of approx. **1000 tonnes of Hull blocks per month** from SSD Complex, CSL's premise, Perumanoor P. O. Kochi-15, Kerala State, for various shipbuilding projects such as bulk carriers, commissioning service operational vessels, 12000 cu m dredger or equivalent vessels. CSL prefers to award the work order to minimum 3 firms as given below:

S.No.	Successful firms	Fabrication shop	No. of Skids	Tonnes to be fabricated / Month
1	Firm-1 ( L1 bidder)	SSD Complex	8 Skids	400 T
2	Firm-2 (L1rate matching firm)	SSD Complex	6 Skids	300 T
3	Firm-3 (L1rate matching firm)	SSD Complex	6 Skids	300 T
<b>TOTAL</b>			<b>20 Skids</b>	<b>1000 T</b>

5.2. Quantity mentioned is only indicative upward and downward can be expected. Also, actual quantum of work executed at site shall be considered for the payment purpose.

5.3. If CSL is having more load, same will be distributed in proportionate ratio on above

5.4. firms. However, firms to commit to fabricate above tabulated quantity, if loaded.

5.5. Tentatively date of commencement of work will be in June/July 2023

5.6. Based on the complexity of Hull Blocks and assured quantity for Firm-1&2 , the Hull Block allocation will be made by CSL in fair manner. However, L1 firm will get more preference.

5.7. In each vessel, block category (Flat &Semi curved/ Accommodation/ Curved/ Fore &Aft) and work completion period will be fixed by CSL planning/ execution department.





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

6.1. The job completion schedule for individual hull structural units with panels (Normal A-Grade plate) in welded condition supplied by CSL is as given below.

Sl.No	Weight (Approx.)	Job Completion period from the date of allotment*
1	Up to 40T	01-25 days
2	More than 40T ,less than 60T	26-40 days
3	More than 60T ,less than 75T	41-55 days
4	More than 75T ,less than 90T	56-70 days

\*Job completion period is indicative only and vary on proportionate basis based on tonnage and CSL project completion schedule. (Please refer 5.1)

6.2. 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.

6.3. 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. Detailed for each category of works are mentioned in the Annexure III to the tender enquiry.

7.2. Necessary job instructions, drawings etc. for the work will be issued by CSL.

7.3. Contractor is to carry out the work as per the specifications / drawings supplied, and to the satisfaction of CSL.

7.4. Contractor should maintain the quality as per CSL Quality Standards, yard quality procedures. Inspection will be carried out during fabrication by CSL.

7.5. Contractor shall submit the weekly /monthly progress reports to CSL.





## **8. अनुबंध की वैधता / VALIDITY OF CONTRACT**

8.1. Initially, the rate contract shall be established for a period of two years, the contract period may be extended further for a period of one year based on the performance of firms, with mutually agreed rate and terms & conditions. The extension of contract is sole discretion of CSL.

## **9. निरीक्षण / INSPECTION**

9.1. The complete work has to be carried out under the survey of ship classification society / owner / CSL. For more details please refer Clause No.D(1) to D(6) of Annexure-III and other relevant clauses under scope of work.

9.2. 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.

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

### **10.1. Technical Bid ( Part –I )**

10.1.1. The technical bid as specified in the scope of work (Annexure III) shall be submitted in soft copy via E-mail only.

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

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

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

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

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

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

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

10.2.1. The bid shall be comprehensive of the nature for the Hull Block Fabrication Works in SSD Complex shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III.

10.2.2. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in

multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.

10.2.3. The price bid shall be all inclusive of scope of contractor on lump sum basis and any rates on variable basis will not be accepted within the price bid and thereafter throughout the period of the contract. Any variable rates if deemed inevitable and applicable only in special cases/situations (not in the normal course of execution of contract) will only be considered for mutual agreement.

10.2.4. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V to the enquiry. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid.

10.2.5. Rates of individual line items of the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items of other bidders.

10.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.

10.2.7. As per tender condition, the price bid which were not opened will not be returned back at any reason.

10.2.8. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

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

11.1. 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.

## **12. कर / TAXES**

12.1. 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:

12.1.1. Applicable rate of GST/SAC Code

12.1.2. Firms GST Reg. NO

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

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

12.2. 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.



**13. भुगतान की शर्तें / PAYMENT TERMS**

13.1. Payment will be released in 2 stages, for each completed blocks on certification by the Officer-in-charge.

Stage-1 : 95% on 100% work completion in all respect of work completion / acceptance.

Stage-2 : 05% will be released as per Performance Guarantee clause.

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

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

**14. प्रतिभूति जमा / SECURITY DEPOSIT**

14.1. The successful tenderer shall remit 5 % of the value of the contract as security deposit within 15 days of receipt of the work order. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of CSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract/ guarantee period (if no separate BG as per clause 15 is furnished) and on certification of nil liability to CSL by Executing Officer. The Security Deposit retained 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 completion of erection/launching 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 value equal to the allotted Hull block as per approved drawing will be withheld from each invoice and same shall be released on satisfactory completion launching or one month from the date of Hull erection completion of said block or 30 days from satisfactory completion of each block which one is earlier.

15.3. The complete work carried out by the contractor shall be guaranteed against performance of work and/or poor till the date of satisfactory completion of

erection/launching of Vessel. For any damage or failure due to defects in execution of the work within the guarantee period, the contractor shall rectify/rework the defect as applicable without any extra expenditure to CSL and such repaired work shall be guaranteed till the date of satisfactory completion of erection/launching of Vessel.

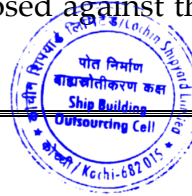
- 15.4. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by Ship owner for rectifying the defect.
- 15.5. Towards this, a performance guarantee equivalent to 5 % of the value of the contract to be furnished by the contractor along with submission of first bill in case of pro rata payment or completion of entire work in other cases, as per payment terms, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank valid till the expiry of the guarantee period.
- 15.6. 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 firm will be liable to pay LD for each day of delay progressively @ of 0.1%, 0.3%, 0.6%, 1.0% per day for 1-5 days, 6-10 days, 11-15 days and 16-20 days respectively subject to a maximum of 10 % of the value of the order. The amount of LD will be recovered from any sum payable to the Contractor under this or any other contract with CSL.
- 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. Also CSL will not consider the contractor for next 2 months for the hull block fabrication works.

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

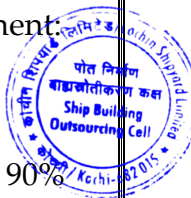
22.1. Prior to placement of Purchase Order, the successful bidder/s shall necessarily submit Non-Disclosure Agreement (NDA), as per format at **Appendix-D**. Drawings will be issued to the Successful bidder only after execution of Non-Disclosure agreement (NDA). This Non-Disclosure Agreement to be executed 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-D**, 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. Documents as indicated at Clause No 13 , 14 & 15 as per Annexure III will be provided by CSL against submission of Non-Disclosure Agreement.

**23. सामान्य शर्तें / GENERAL CONDITIONS**

23.1. Block fabrication works has to be commenced immediately after receiving drawings, 90% material and site clearance from CSL.

23.2. Documentation of received material to be maintained by the contractor on daily basis.

23.3. 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.

- 23.4. CSL will provide fabrication facilities such as space for fabrication, 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.
- 23.5. In case of any delay in work completion and subsequent usage of facilities of CSL by the subcontractor will be charged extra. The amount estimated for the usage of these facilities will be Rs.1000/- per day and same will be deducted from the contractor's bill for extended dates.
- 23.6. 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. Also appropriate disciplinary action may be taken as per CSL's prevailing procedure.
- 23.7. All tests, including NDT and radiography tests, will be undertaken by CSL as per the NDT plan. Rectification, if any, is to be undertaken by the firm at his own expense. Additional expenses incurred by CSL in connection with RT failures will be deducted as per the prevailing rate from the final bill at Rs 1790 plus GST for every RT failure. If any further increase in RT rate, same will be applied.
- 23.8. All welders would be required to qualify relevant WPS of CSL at Contractor's cost.
- 23.9. 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.
- 23.10. The Delivery date will be counted from the start date of Work Order or the date of issue of first lot (90%) of prepared material to the contractor by CSL. The contractor has to muster the delivered material and shortfall, if any, to be reported to respective officer in charge within 05 days of collection of material, failing which it is assumed that there is no shortfall in delivery from CSL side.
- 23.11. Hindrances in fabrication 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 fabrication and the purpose of calculation for LD and charges of

CSL facility usage.

- 23.12. 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.
- 23.13. 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.
- 23.14. (Work Completion Certificate )WCC shall be duly certified by AGM (Hull Fabrication) or, his nominated officer duly supported by block survey report, dispatch form, consumable consumption report, RT report, revision details, actual start and completion date of work etc and same is deemed necessary for payment.
- 23.15. In every work site, there should be a 'Display Board' showing details of work, No. of employees engaged, working hours, welder qualification, start and End date of work, Project and block details etc.
- 23.16. In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, CSL reserves the right to get the work done by alternative source, at the risk and cost of sub-contractor.
- 23.17. 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.
- 23.18. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, sub contractors should adopt all the required safety measure and strictly comply with the safety regulations/ HSE practices of CSL.
- 23.19. Contractors are not allowed to give further sub contract to any other firm in CSL.
- 23.20. Scrap/waste generated during the fabrication to be segregated in appropriate pallet. Also, proper housekeeping of the usage area to be maintained.
- 23.21. Remnant material received as part of the prepared materials to be returned to hull shop immediately with proper documentation.
- 23.22. In addition to all above, sub contractors should abide all other prevailing rules and regulation within CSL.
- 23.23. Quality of workmanship shall conform to the specification/ standards laid down by CSL
- 23.24. CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the scheduled requirements.
- 23.25. 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.

23.26. Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.

23.27. It is also to be understood by the Contractor that Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of CSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.

23.28. The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.

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

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

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

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

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

#### 24. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS


24.1. 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.)

24.2. All terms and conditions, other than those mentioned above, contained in the Enquiry specification and drawings (Annexure I), Cochin Shipyard Ltd - General Terms and

**TENDER ENQUIRY NOTICE – Hull Block Fabrication Works in SSD Complex**

conditions (Annexure II) and other annexure pertaining to this tender shall also be attested by the bidder as a token of acceptance.

- 24.3. 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**

## **HULL BLOCK FABRICATION WORKS IN SSD COMPLEX,** **COCHIN SHIPYARD LIMITED**

### **A. TECHNICAL SPECIFICATION AND REQUIREMENTS**

#### **FIRM'S SCOPE OF WORK**

- 1) Fabrication of Hull blocks includes fit up, welding of plates, profiles etc, fabrication and union of sub assemblies/ mid assemblies, panels, shell etc to form Hull Blocks as per CSL approved drawings.
- 2) Execution of steel fabrication tasks for various CSL projects, including all related hot works, dry surveys, and NDT, in accordance with CSL, Class and Owner requirements.
- 3) The fabrication of the hull blocks will follow the CSL drawing, piece table, and quality assurance plan. The work involves building various types of ship hull units, such as accommodation blocks, midship, semi-curved, curved, forward, aft hulls.
- 4) Coordinating inspections with the Class/Owner representative/CSL IQC.
- 5) Depending upon CSL production load, panel maybe supplied in welded condition (approximately 60-70% of total panels/block) with stiffener or without stiffener. CSL Transporter can be used for moving the panels from hull shop to SSD complex. For this cost will be deducted as mentioned in price bid format.
- 6) All equipment, including consumables like, buffing wheels, flap discs, grinding wheel, pencil stone etc must be arranged by the firm at their own expense. Other equipment includes welding machines, hydraulic jacks, hydraulic shackles, grinding machines, lifting clamps, flash back arrestors, cutting hoses, welding cables, etc are to be arranged by firm at 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 for cutting hose, etc.
- 7) The existing skid in CSL can be modified at own cost and required material will be provided by CSL.



- 8) CSL material handling equipments can be used for movement of material from hull shop to designated location subject to availability. The 100T & 150T transporter can be shared by CSL subject to availability for shifting the Completed blocks and panels from fabrication location.
- 9) The firm should enforce uniform dress code for all their employees and have a punch-in system to track attendance. Uniform has to be provided by the firm to their workmen, supervisor's etc at own cost. The firm may make use of the available office space area near the shops. The moveable containers may be used by the firm to create more office space if necessary. The container can be placed at designated locations.
- 10) 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.
- 11) The firm must immediately return all remnant material as part of the prepared material supplied by CSL. Also, all scrap arising out of fabrication must be collected appropriately and returned to CSL. 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.
- 12) The mobilisation period for the commencement of the job is immediately after receiving the work order. Welders must be positioned during the mobilisation period to qualify for WPS from the date of receipt of the firm Work order.
- 13) The firm should appoint an experienced project manager with similar experience in hull fabrication for liaising with CSL and also employ a sufficient number of qualified, experienced supervisors for managing day-to-day operations around the clock. A supervisor with HSE experience and sufficient no. of Field safety representative should be employed for managing safety requirement in CSL.
- 14) Detailed project micro schedule with activities to be drawn and submitted by the firm prior to the commencement of each job, matching CSL construction schedule and requirements.
- 15) All additional works shall be done only with the prior approval from the concerned officer in charge.
- 16) 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 at their own cost.

- 17) 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.
- 18) The project review meeting will be conducted on a weekly or daily basis at various levels. Project manager/ Supervisor must attend the meeting.
- 19) All revision drawings issued by design are to be executed in the block fabrication stage until block dispatch is completed. After dispatch is completed, revision work is not in the scope of the firm.
- 20) The basic outfitting jobs like boundary marking, manhole covers, vertical ladders, drain plugs, hand grips and footsteps, equipment foundations, pipe penetrations, etc. are to be fitted during the fabrication period as per the relevant outfit drawing. These items will be fabricated and supplied by CSL. Additional cost equivalent to weight will be given on actual basis as per prevailing Guidance Rate and terms in addition to block fabrication charge. Any item not fitted during the block fabrication stage due to a valid reason needs to be handed over to the respective department and documented appropriately.
- 21) The fitment of lifting lugs is to be done as per the lifting plan drawing issued by CSL, and the required cut material as per the lifting plan drawing will be supplied by CSL. The block fabrication rate based on yard plan weight is inclusive of lifting lugs and other miscellaneous items as per the lifting plan. The lifting of the block is to be done as per CSL procedure and verified by CSL QC. The testing tools and tackles like ropes, shackles, chain blocks, belts, electrical equipment, etc. have to be tested as per CSL procedures. The lifting and turning of all blocks must be done by competent riggers with experience in similar fields. The firm should re-use the available lifting lug material in CSL if required with additional modification.
- 22) All production aid material, like strong backs, clamps, wedges, etc., incidental to the production jobs has to be prepared by the firm with material supplied by CSL.
- 23) All additional stiffening materials like angles, flat bars, T-sections, etc., if required in connection with block fabrication, are also to be prepared and to be fitted by the firm in connection with block fabrication. Necessary material will be provided by CSL.
- 24) Required scaffolding work for the block fabrication to be within the scope of the firm including safety clearance. However, CSL provides the required scaffolding material to be collected by the firm from the CSL store.



**TENDER ENQUIRY NOTICE – Hull Block Fabrication Works in SSD Complex**

- 25) CSL will provide the jig arrangement profile drawing and the required material .No additional cost will be provided for the jig preparation and fitment in connection with block fabrication. The existing used material need to be consumed for this purpose.
- 26) Support for hose test/vacuum test/leak test etc. to be arranged by the firm if required.
- 27) All temporary stiffeners for the transportation of the unit to be fitted by the firm at own cost. Necessary material will be provided by CSL
- 28) The firm should arrange diaphragm pumps for the removal of water if required.
- 29) Touch-up of CSL-supplied primer after QC inspection for preservation after appropriate surface preparation.
- 30) The firm must follow a welding sequence to prevent deformation using MIG or MAG machines with periodic calibration.
- 31) The firm should forward the following report after the completion of blocks:
- a. **Block despatch certificate.**
  - b. **Survey report with comments closed.**
  - c. **RT report.**
  - d. **Consumable consumption report.**
  - e. **Revision completion details.**
  - f. **Manpower deployment for each block and separately for revisions.**
  - g. **Welding Traceability Report.**
  - h. **Lifting QA Report.**
- 32) Daily manpower deployment on each block is to be maintained and shared with CSL.
- 33) Monthly and weekly percentage completion of each block in 3 separate categories to be shared with CSL.
- a. **Sub assembly**
  - b. **Mid assembly**
  - c. **Block assembly**
- 34) The firm may have to fabricate block in DMR steel or Aluminium depending on CSL requirement through mutually agreed terms and conditions, if situation arise.





**B. फर्म की अन्य जिम्मेदारियां / OTHER RESPONSIBILITIES OF THE FIRM**

- 1) All the tools & tackles including grinding wheel and pencil stone other than CSL scope has to be arranged by the successful firms.
- 2) In order to meet block fabrication completion time line, the successful firms has to work 24X7.
- 3) A daily report of the manpower employed, consumable consumption, etc., is to be forwarded to the concerned officer. After completion of work, a consumable consumption report is to be submitted.
- 4) The mobilisation of all labour and labour force (skilled, semiskilled, and unskilled) necessary for the building of hulls and equipment in accordance with the guidelines/drawings given by CSL. CSL will provide the necessary welding procedure specification (WPS) and the quality assurance plan (QAP). The welders must be certified by CSL, and additional costs for certification must be paid by the firm at the current rate of Rs 9100 + GST, which is valid through March 31, 2023, after which the fee will change and the same to be applicable to the firm. The firm must qualify enough welders for each applicable WPS for the job to proceed smoothly. The firm must also have sufficient no of portable oven for baking electrode as per CSL Standards.
- 5) CSL recommends, the firm to implement innovative technological improvements for reducing the man hour per Tonne and thereby reducing daily deployment without affecting the monthly production Tonnage.
- 6) 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.
- 7) Bidders are advised to visit the fabrication site at CSL in compliance with 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.





- 8) 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.
- 9) The yard plan weight and outfit weight indicated in the drawing are only tentative. If the actual weight after execution is less than the indicated weight in the drawing, bills will be settled on the actual weight only. If the actual weight is more than the indicated quantity in the drawing due to revision, addition, or modification, an additional amount equivalent to the actual weight will be given on an actual basis as per the work order rate and terms.

**C. CSL SCOPE OF SUPPLY**

- 1) The job will be executed at the designated location in CSL as per the infrastructure facilities available inside the shop. The material handling equipment and crane facility inside CSL can be used subject to availability and must be planned well in advance.
- 2) Hull fabrication drawings will be supplied by CSL.
- 3) All prepared material will be transported by CSL through an external agency to contractors skid area except welded panels, consumables and production aid materials. CSL transporter and fork lift can be used for transporting welded panels, consumables, production aid materials and other miscellaneous items.
- 4) The prepared, cut, and formed materials for the block fabrication will be supplied at single point nearby SSD complex area by CSL. All processed material is to be received immediately by the successful firms. Any delay in receiving the material will be on the firms account when calculating the block delivery period. The delivery date will be counted from the date of supply of 90% of the first lot of material.
- 5) The quality assurance plan (QAP) and applicable welding procedure specification (WPS) will be provided by CSL.
- 6) The electrodes, backing strip etc. will be provided by CSL. Approved electrodes required for fabrication not exceeding 3% of block weight will be issued by CSL free of charge along with ceramic back strips. If Electrode requirement of Vendor exceeds 3% of block weight, the same will also be issued. However, a penalty equivalent to 120% of the cost of additional (more than 3%) electrodes provided by CSL will be imposed on the vendor since it implies disproportionate use of electrodes, leading to higher heat input. The use of any other types of weld consumables is strictly prohibited. Any firm found not

adhering to the above will be liable for punitive action by CSL, which may amount to recovering the entire cost of material rendered unusable or rejected.

- 7) Additional material for modification of existing skids is to be arranged by the firm at his own cost from the scrap material available inside CSL.
- 8) All materials taken and their competence for execution of the work are to be checked to ensure that there is no shortfall between supply and the CSL material list. The shortfall, if any, is to be intimated to CSL within 7 days of the collection of material, failing which it is assumed that there is no shortfall in delivery from CSL's side. 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.
- 9) CSL will provide "A" frames for positioning the completed blocks and a transporter for the movement of completed blocks subject to availability.
- 10) Sufficient CO<sub>2</sub>/oxygen/acetylene manifold connected with pipelines for seamless supply of gas will be under CSL scope
- 11) The final completion of blocks is subjected to clearance from the QC department through block despatch forms.
- 12) CSL will provide scaffolding materials from its CSL store.
- 13) CSL will provide the jig arrangement drawing.
- 14) The radiography tests will be conducted between 2200 hrs and 0600 hrs, depending on the requirement.

**D. INSPECTION, TESTING, QA AND QC**

- 1) The firm has to maintain the required dimensional accuracy and surface finish as per quality standards (to be provided by CSL).
- 2) All welding work shall be carried out by approved and qualified WPS welders only and Welding traceability record to be maintained and to be shared to CSL as and when required.
- 3) All welding machines are to be calibrated, and CO<sub>2</sub> welding is to be used.
- 4) All tests and inspections shall be carried out as per the approved quality assurance plan.

- 5) All works shall be as per strict compliance to weight control and approved CSL drawings.
- 6) Vendor is to have dedicated QA dept. Before each inspection the same is to be checked by the QA rep of the firm.

**E. INFRASTRUCTURE FACILITIES AVAILABLE IN THE SSD COMPLEX SHOP**

- 1) Fabrication shop with Covered roof and three overhead cranes on same rails extending throughout the shop, having length 183M and width 30m, fully occupied with skids and a passage of 6m at the centre. The entire skid area will be distributed equally to four competent contractors
- 2) 10T EOT crane with single hook positioned on eastern end of the shop with remote operation.
- 3) 50T EOT crane with additional 30T hook for turning and lifting purpose positioned on centre of the shop and crane is run by operator in two shift commencing from 0700hrs to 2200hrs.
- 4) 50T EOT crane with a single hook positioned on the western side of the shop with remote operation.
- 5) All EOT cranes are running on a common rail so that tandem operation can be possible for lifting blocks up to 90T.
- 6) The EOT cranes are extending beyond the covered roof by 38 m on the eastern side and 5 m on the western side to facilitate the lifting operation and subsequent movement.
- 7) Sufficient CO<sub>2</sub>/oxygen/acetylene manifold connected with pipelines for seamless supply of gas.
- 8) Shop fully illuminated with light and with a fixed pedestal fan on an alternate pillar for ventilation.
- 9) Office cabin on both floor level and tween deck level, which can be used as storage of equipments or office space.
- 10) Sufficient switches and sockets for the power supply.



  
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/HULL/768/2023 Dtd: 12.05.2023**

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

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



11	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	
12	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
13	Force Majeure	Agreed as per tender/Do not agree	
14	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
15	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
16	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
17	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
18	Mode of submission of tender (Direct/Postal)	Direct / Email	
19	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass eligibilities.	Yes / No	
20	Is your firm registered under TReDS	Yes/No	
21	Is your firm registered as vendor in CSL	Yes/No	
22	Annual turnover requirement, during last 3years, 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/HULL/768/2023 Dtd: 12.05.2023**

**HULL BLOCK FABRICATION WORKS IN SSD COMPLEX,  
COCHIN SHIPYARD LIMITED**

Sl No	Description	Qty/ month (Ton) (A)	Rate /Tonne (INR) (B)	Total (INR) (C) =(A)*(B)
1	Rate for Fabrication of <b>Flat &amp; semi curved Blocks</b> in Year-1, as per scope of work and tender conditions.	1000	Rs..... (Rate for Year-1)	
2	Rate for 2 <sup>nd</sup> Year = 3% increase on Year-1 rate	1000		
3	Rate for 3 <sup>rd</sup> Year= 3% increase on Year-2 rate	1000		
4	<b>SUB TOTAL (SUM OF Sl No.1 to 3)</b>			
5	Approximate Amount factored for other category blocks (Curved/ Fore&Aft/ Accommodation) (Sl. No.4*0.15)			
6	<b>GST ..... % (for Sl No. 4+5) HSN CODE.....</b>			
7	<b>GRAND TOTAL FOR THREE YEARS = 36* (Sl No. 4+5+6 )</b>			

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

**NOTE:**

- Price basis: For Destination ( at CSL).
- L1 will be determined based on Sub total amount (Sl. No. 4)
- GST as per the prevailing rate will be paid.
- The rates quoted shall be inclusive of cost of labor, for fabrication of sub assemblies/Mid assemblies, Panels, Deck, shells etc. to form Hull blocks, comment closing, lifting lug



fitment etc. and 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. Rate quoted above is only for Flat and Semi Curved type Hull Blocks; Rate for other category for each year based on the rate for Flat and Semi Curved type Hull Blocks will be as follows:

S.No.	Hull Block Description	Rate / Tonne
1	Flat & semi curved	Quote (Sl.No.1) as per price bid above
2	Accommodation	10% over and above Sl.No.1 rate
3	Curved	15% over and above Sl.No.1 rate
4	Fore & Aft	25% over and above Sl.No.1 rate

- F. Rate per Tonne for each block category will be paid 92% of finalized rate per tonne, if welded panels is supplied by CSL.
- G. Rate per Tonne for each block category will be paid 85% of finalized rate per tonne, if welded panels with stiffeners is supplied by CSL.
- H. Initially, the rate contract shall be established for a period of two years with Year- 1 and Year-2 rates. In case CSL wants to extend the contract further, Year-3 rate will consider for the third year operation.
- I. Quantity mentioned above is only indicative, actual will be based on CSL load conditions.
- J. Payment will be released for actual quantity fabricated in Tonnes based on approved drawings.

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

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

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

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

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

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

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

5.3. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the

5.4. BIDDER can approach the Independent Monitor(s) appointed for the purposes of 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)

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



- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 7.6. The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to 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.....



**PRINCIPAL**

Name of the Officer

Designation

Dept./MINISTRY/PSU

**BIDDER**

CHIEF EXECUTIVE OFFICER

Witness

1.....

2.....

Witness

1.....

2.....

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



**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

### CONSORTIUM AGREEMENT

This Consortium Agreement is made at ..... on ... day of ..... 2023 between M/s ..... (Please indicate the status viz. Proprietor, Firm, Company) represented through its authorized representative (hereinafter referred to as "First Party") and M/s ..... (Please indicate the status viz. Proprietor, Firm, Company) represented through its authorized representative, (hereinafter referred to as "Second Party").

WHEREAS the First Party is engaged in the business of .....

AND WHEREAS THE Second Party is engaged in the business of .....

AND WHEREAS both the parties are desirous of entering into a Consortium Agreement for carrying on the work of Cochin Shipyard Limited (The Employer) inconnection with the work of ..... (Project title) herein referred to as the "subject works".

AND WHEREAS the First Party and Second Party have agreed to form of Consortium Agreement for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

That under this Consortium Agreement the work will be done jointly by the first party and second party.

It is further agreed by the Consortium Partner that M/s. .... who meets CSL pre-qualification criteria, has been nominated as Lead Partner for the execution of the works.

That all the parties shall be liable jointly and severally for the satisfactory execution of the contract in all respects in accordance with terms and conditions of the contract and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners and parties of the Consortium and the entire execution of the contract including payments shall be done exclusively with the lead partner.

THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

The Registered office of the parties are as under:

First Party:



**TENDER ENQUIRY NOTICE – Hull Block Fabrication Works in SSD Complex**

**Second Party:**

In the event of default by consortium partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Employer (CSL) to ensure the satisfactory execution of that part of the contract.

The law of the country where the project is implemented / realized will govern this agreement. The validity of this agreement is 180 days from the date of signing of agreement or otherwise till the end of the project in all respects, in case selected as the L1bidder for providing required services under the contract.

Neither party shall discuss, disclose or otherwise divulge any information related to the contents of this agreement, the projects and business to any third party without prior written consent of the other party. Disclosure of the information is a liable action.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at ..... on ... day of ..... 2023.

Party of First Part

Witness:

Party of Second Part

- 1)
- 2)



## APPENDIX - C

### POWER OF ATTORNEY

*(On Applicant's (Lead firm's) letter head)*

(Date and Reference)

To  
General Manager (Ship building)  
Cochin Shipyard Limited  
Perumanoor PO  
Kochi 682015

**Subject: Power of Attorney**

Mr. / Mrs. / Ms. .... (Name of the Person(s)), domiciled  
at

.....  
..... (Address), acting as.....  
(Designation and name of the company), and whose signature is attested below, is  
hereby appointed as the Authorized Representative and authorized on behalf of  
..... (Name of the company) to  
provide information and respond to enquiries etc. as may be required by the Employer  
for the project of ..... (Project title) and is hereby  
further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. ....)

For.....  
(Name & designation)

(Company Seal)



## APPENDIX - D

### **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.



**APPENDIX - E**

**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



**ANNEXURE – F**

**SOLVENCY CERTIFICATE**

To  
General Manager (Ship Building)  
Cochin Shipyard Limited  
Kochi-682015, Kerala

Certified that to the best of our knowledge and information (Insert name of Applicant).....  
a customer of our bank, is respectable and can be treated as capable for executing the work up to a limit of Rs.....(Rs.....).

It is clarified that this certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature:

Name & Designation:

Name of the Bank

Bank seal:

Date:

Note: This certificate may be issued on the letter head of the bank and addressed to the General Manager (Ship Building), Cochin Shipyard Ltd

