

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

पोत निर्माण प्रभाग/SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज/TENDER DOCUMENT

TENDER NO. SB-OSD/MPV/875/2024 Dtd. 27-06-2024

**OUTFIT WORKS (PIPING & STRUCTURAL) IN
ACCOMODATION BLOCKS OF 04 No.s
MULTI - PURPOSE VESSELS (MPV)**

JUNE - 2024



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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/MPV/875/2024

27th June 2024

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/MPV/875/2024 Dtd: 27-06-2024
कार्य का नाम Name of work	Outfit Works (Piping & Structural) in Accommodation Blocks of 04 No.s Multi – Purpose Vessels (MPV)
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)	18 th July – 2024 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	6 th July – 2024 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	18 th July – 2024 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<u>For Commercial queries:</u> Mr. S Adarsh, AM(outsourcing) , Mob No: 8714630926 <u>For Technical queries:</u> Mr. Anandkumar S, SM(AOF), Mob No: 9895765899



**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

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

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

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

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

2. निर्धारित प्रपत्र में पासवर्ड संरक्षित प्रतिस्पर्धी मूल्य बोलियां निविदा जांच के अनुबंध में उल्लिखित नियम और शर्तों के अनुसार होनी चाहिए।

The password protected competitive Price bids in the prescribed form should be as per the terms and conditions as mentioned in the annexure to tender enquiry

3. निविदा के कार्यक्षेत्र के विस्तार पर चर्चा करने के लिए निविदा पूर्व बैठक दिनांक **06.07.2024** सीएसएल के जहाज निर्माण प्रभाग का सम्मेलन कक्ष (प्रेरणा) कक्ष में अपराह्न **11.00** बजे से आयोजित की जाएगी। पूर्व निविदा बैठक में भाग लेने के इच्छुक ठेकेदारों को अपने पूर्व निविदा प्रश्नों (यदि कोई हो) को दिनांक **05.07.2024** तक सकारात्मक रूप से सूचित और अग्रेषित करना चाहिए।

The pre-bid meeting will be held on **06.07.2024** at Conference Hall of Ship Building Division of CSL (Prerana) from **11.00 Hrs** 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 **05.07.2024** positively.

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No.s Multi –Purpose Vessels (MPV)**

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

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

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

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

6. **बोलियां जमा करने का तरीका / MODE OF SUBMISSION OF BIDS**

- a. निविदा केवल ई-मेल के माध्यम से सॉफ्ट कॉपी में प्रस्तुत की जानी चाहिए।

Tender should be submitted in soft copy via E-mail only.

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

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

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

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

- d. निविदाएं, तकनीकी - वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से **“SB-OSD/MPV/875/2024”** विषय के साथ प्रस्तुत की जाएगी।

Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via email , with subject as **“SB-OSD/MPV/875/2024”** to:

(i) ashtal.antony@cochinshipyard.in

(ii) adarsh.s@cochinshipyard.in



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No.s Multi –Purpose Vessels (MPV)**

Copy to:

(ii) madhu.pk@cochinshipyard.in

(iii) philip.thomas@cochinshipyard.in

7. बोलियां दिनांक **18 जुलाई - 2024** को अपराह्न **15.00** बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराह्न **15.30** बजे खोली जाएगी।

The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 18th July - 2024 and Part I Techno-Commercial Bid will be opened at **15.30 Hrs** on the same day.

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

Late tenders / tenders with conditions will be summarily rejected.

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

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

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

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

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

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

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

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

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

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

ii. अनुलग्नक IV में तकनीकी वाणिज्यिक जांच सूची पूरी तरह से भरी हुई है और विधिवत हस्ताक्षरित है। विधिवत भरी हुई तकनीकी वाणिज्यिक जांच सूची प्रस्तुत न करने पर बोलियों को अस्वीकार कर दिया जाएगा। **The techno commercial Check List at Annexure IV filled up completely and duly signed.**

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No.s Multi –Purpose Vessels (MPV)**

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

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

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

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

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

13. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES

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

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

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

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

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

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



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



ANNEXURE- I

जांच की नियम और शर्तें / TERMS & CONDITIONS OF ENQUIRY

**OUTFIT WORKS (PIPING & STRUCTURAL) IN ACCOMMODATION
BLOCKS OF 04 NO.S MULTI –PURPOSE VESSELS (MPV)**

1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for the execution of Outfit works (piping & structural) in accommodation blocks of 04 Multi- Purpose Vessels(MPV) as per the following documents:
- 1.1.1. Cochin Shipyard Ltd - Terms and conditions (Annexure I)
 - 1.1.2. Cochin Shipyard Ltd - General conditions (Annexure II)
 - 1.1.3. Scope of work / Technical Specification (Annexure III)
- 1.2. The scope of work includes collection of pipes as well as structural items, fitment of the same in accordance with the drawings provided by CSL to the entire satisfaction of CSL, Owner, Class surveyor, and up to the delivery of the vessel, which includes the following; with the available infrastructure facilities and Equipment/materials / consumables (welding consumables & shielding gas) provided by Cochin Shipyard Ltd (CSL) in accordance with the enclosed Specifications and drawings, delivery schedule, CSL - Terms and conditions in all respects.
- 1.3. Bidders are requested to study the scope of work before submitting their offer. Technical Clarification, if any, required may be obtained from **Mr. Anandkumar S, SM (AOF)** before quoting.

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

2.1. GENERAL

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



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

2.2. TECHNICAL EXPERIENCE

Technical pre-qualification requirement is given below:

- 2.2.1. The Bidder shall be a single firm having experience in pipe erection works and on board pipe works in ships or floating marine structures in Ship Building Area and must have experience in MS, SS and copper pipe welding works.
- 2.2.2. The technical experience means "the experience of successfully completed similar works (as per clause 2.1 above) costing not less than 10 lakhs executed during the last 5 years ending 31st May - 2024. In the case of ongoing works, work progress report from the authorized officer of the work order issued firm shall be submitted for considering CSL requirement.
- 2.2.3. The bidder should have qualified welders having relevant WPS approved by classification societies.
- 2.2.4. The contractor must have a site-in charge/ supervisor to execute work, with a minimum experience of 3 years in piping field.
- 2.2.5. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipment's & facilities, Skilled / qualified Manpower, Work experience of similar job, etc. The firm has to submit the documents which validate the above mentioned Clause 2.2.1 and 2.2.5 requirements. Work order for material supply will not be considered.
- 2.2.6. The project shall comprise of completed work having comparable nature to that of pipe fabrication /erection/ ship pipe repairs/erection or piping on floating marine structures and erection of structural outfitting and equipment installation. If the experience claimed by the bidder is of no relevance with respect to erection, then such experience will not be considered for pre-qualification. Decision taken by CSL in this regard will be final.
- 2.2.7. The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.

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2.2.8. CSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

2.3. FINANCIAL CAPABILITY

2.3.1. The bidder shall have an average annual financial turnover of Rs. 17 Lakhs during the last three years ending on 31st March 2023.

2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its net worth, turnover and profit during the past three years. Certificate shall be as per the format placed at Appendix – B.

2.3.3. The applicant shall furnish a positive net worth certificate (from Chartered Accountant), to the effect that the tenderer is financially sound and has sufficient resources for security deposit / retention money and for executing the work as per schedule.

2.4. OTHER CONDITIONS

2.4.1. The Contractor shall visit the site and locality and must have a clear idea about the job before submission of offer.

2.4.2. The bidding firm shall have key personnel having single point of contact with contract details. He/she shall have adequate and specialized experience capable of discharging their responsibilities.

2.4.3. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.

2.4.4. Bidder should submit duly signed compliance matrix placed at Appendix – A for technical deviation/queries if any along with the offer.

2.4.5. If required, the documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.

2.4.6. Any technical clarification required shall be sought before submission of the offer. The Contractor shall conduct a site inspection before submission of offer.

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2.4.7. RIGHT TO VERIFICATION: CSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

3. 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. METHOD OF AWARDING CONTRACT

- 4.1. Total vessels under this contract are 4 Nos MPV vessels (SH.0033 - 36).
- 4.2. Contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1.
- 4.3. Once work order is placed successful bidder should be able to start the works immediately.
- 4.4. CSL reserves right to reduce/ increase the percentage work or cancel the work order based on the performance of work undertaking firms at site.
- 4.5. CSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based on CSL requirement. The decision of CSL regarding the same shall be final and conclusive.

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

- 5.1. All Works corresponding to each vessel (Part – A and Part –B) should be completed within 45 days from CSL clearance for the work commencement.
- 5.2. The contractor in turn shall submit their detailed scheduled of completion of the work, in consultation with the officer In-charge. The progress of work shall be made in tandem with the progress of completion of the vessel allowing sufficient time for other interface activities/works.
- 5.3. Yard has the right to change the schedules of the project to the interests of the company and the firm should be capable of adjusting the resources according to the instructions from the Yard contact person.

5.4. Detailed working schedule (Weekly/monthly) etc. to be prepared and submitted to yard personnel. However, a detailed overall schedule, in a reasonable manner should be submitted prior to commencement of work

6. कार्य प्रक्रिया / WORK PROCEDURE

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

7. अनुबंध की वैधता/VALIDITY OF CONTRACT

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

8. निरीक्षण / INSPECTION

- 8.1. The complete work has to be carried out under the survey of CSL as well as inspectors from Class as well as Ship Owner/ Owner deputed representative. The works are to be inspected and approved by CSL initially and will be presented to inspectors from Class as well as Ship Owner representative if required.

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

9.1. Technical Bid (Part –I)

9.1.1. The technical bid as specified in the scope of work (Annexure III) shall be submitted in E-mail.

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

9.1.2.1. Original tender document general Terms & conditions and technical specifications



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placed at Annexure I, II & III duly signed on all pages.

- 9.1.2.2. The commercial Check List at Annexure IV filled up completely and duly signed
 - 9.1.2.3. Copy of un-priced bid format of each category of works at Annexure V.
 - 9.1.2.4. As per Govt. of India guidelines, Integrity pact (IP) should be signed for all contracts above Rs. One Crore. Accordingly IP should be signed and forwarded along with the offer.
 - 9.1.2.5. The declaration of eligibility at Annexure VII
 - 9.1.2.6. All other documents relevant to this tender.
- 9.1.3. The non-submission of duly filled commercial checklist will lead to the rejection of the bids.**

9.2. Price Bid (Part-II)

- 9.2.1. The bid shall be comprehensive of the nature of Outfit works (piping & structural) in accommodation blocks shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III.
- 9.2.2. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.
- 9.2.3. The price bid shall be 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.
- 9.2.4. 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.
- 9.2.5. Rates of individual line items for the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items of other bidders.
- 9.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.
- 9.2.7. As per tender condition, the price bid which were not opened will not be returned back at any reason.
- 9.2.8. The bids which are not conforming above requirements shall be summarily rejected

without any further notice.

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

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

11. **कर /TAXES**

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

11.1.1. Applicable rate of GST/SAC Code

11.1.2. Firms GST Reg. NO

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

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

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

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

12.1. Payment will be released in 4 stages (Both Part A & Part B), for the following work completion stages and on certification by the Officer-in-charge

12.1.1.1. **Stage – 1:** 25 % of work order value per vessel on completion 30 % of total work per vessel.

12.1.1.2. **Stage – 2:** 25 % of work order value per vessel on completion of 60 % of total work per vessel.

12.1.1.3. **Stage – 3:** 25 % of work order value per vessel on completion of 80 % of total work per vessel.

12.1.1.4. **Stage – 4:** Balance 25 % after 100% completion of all work per vessel.

12.2. The contractor shall prepare and submit Work Completion Certificate (WCC). Payment will be made based on completed works certified by the Officer-in-Charge.

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- 12.3. An invoice upload facility by vendor is established through the Vendor Invoice Management (VIM) Portal is currently available for supply as well as service vendors including subcontractors so as to facilitate transparency and timely payment. The portal can be accessed at: <https://apps.cochinshipyard.in:446/vim/Home/.jsp>. The same can also be accessed via Cochin Shipyard Website (<https://cochinshipyard.in>) as below;
Path: Cochin Shipyard Website--> Related Links--> Vendor Payment Info
- 12.4. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices value above 10 Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.
- 12.5. Service Acknowledge Number (SAN) to be obtained from the Executing Officer at the time of certification of Work Completion Certificate (WCC) for the above process.
- 12.6. The invoice can be tracked using the generated Invoice Tracking Number till the payment.
- 12.7. 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.
- 12.8. Payment will be made on actual quantity of work done as per the rate mentioned in Annexure V. Since ship's design modeling works are in progress, the quantity of items indicated is approximate only. Hence Downward or upward variation of quantity shall be anticipated. As the work being urgent, Tender will be processed with this quantity and evaluation of L1 will be done based on the above figure. After the completion of work, payment will be made as per the actual quantity installed against each type of item.
- 12.9. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.

13. **प्रतिभूति जमा /SECURITY DEPOSIT**

- 13.1. 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/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the

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contract on certification of nil liability to CSL by Officer-in Charge. The Security Deposit will not bear any interest.

14. **निष्पादन गारंटी/PERFORMANCE GUARANTEE**

- 14.1. The complete work carried out by the contractor shall be guaranteed against performance of work and/or poor workmanship for a period of one year from the date of completion of work. Any damage or failure due to defects in execution of the work for a period of 12 months from the date of completion of work, should such damage or failure occur within the guarantee period, the contractor shall rectify/rework the defect as applicable without any extra expenditure to CSL and such repaired work shall be guaranteed for a further period of one year from the date of repair.
- 14.2. Towards this, a performance guarantee equivalent to 5 % of the value of the contract to be furnished by the contractor within 21 days of receipt of work order, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank / Scheduled Indian Bank valid till the expiry of the guarantee period. (Payment will be released only on submission of PBG)
- 14.3. PBG will be returned to the Contractor after one year from the date of completion of work on certification of nil liability to CSL by Officer-in charge.
- 14.4. Performance Guarantee is applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause.

15. **परिसमापन क्षतिपूर्ति/LIQUIDATED DAMAGES**

- 15.1. The progress of work will be monitored against the mutually agreed detailed schedule referred in this tender. Liquidated damages for delays in execution of the work envisaged as per this order, for any reason other than force majeure conditions, will be recovered at the rate of two percent (2%) of the basic value of the delayed work per week or part thereof, subject to a maximum of ten (10) percent of the basic value of the delayed work.

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

- 16.1. In the event the contractor / consortium of contractors fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed

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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 the firm and the Security Deposit furnished by the firm is liable to be forfeited either in whole or in part.

16.2. In addition to above tender holiday will be imposed against the firm/s as per CSL procedure

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

17.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force.

17.2. The Contractor may arrange to suitably insure all his workmen/ other personnel in this regard. CSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.

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

17.4. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.

18. अप्रत्याशित घटना/ FORCE MAJEURE

18.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

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

19. मध्यस्थता /ARBITRATION

19.1. Any disputes arising during the currency of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute

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shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.

- 19.2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfilment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.
- 19.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulum, Kerala, India only.

20. **क्षेत्राधिकार/ JURISDICTION**

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

21. **गोपनीयता खंड /SECRECY CLAUSE**

- 21.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be

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treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.

- 21.2. All documents under this Contract transferred when the parties shall be treated as UNCLASSIFIED unless explicitly marked.
- 21.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc. shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board vessels except without or security clearance from the CSL.
- 21.4. Since this is a project of importance to CSL, proper, procedure has to be followed by the vendor in documentation; in this regard a Non-Disclosure Agreement has to be signed between CSL and the vendor.

22. श्रम कानून और विनियम /LABOUR LAWS AND REGULATIONS

- 22.1. The Contractor shall undertake and execute the work with contract Labour only after taking license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act 1970.
- 22.2. The Contractor shall observe and comply with the provisions of all Labour and Industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act. Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Contractor shall inform CSL his license number from the Central Labour Commissioner.
- 22.3. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen in the company. All such insured contract workmen should carry with them their ES Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 22.4. The Contractor shall submit the Labour Reports>Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned

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contracting officer so as to enable the same to reach Personnel Department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.

- 22.5. The Contractor shall maintain the records viz. Muster Roll, Acquaintance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.
- 22.6. If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, CSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by CSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by CSL.
- 22.7. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by CSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by CSL.
- 22.8. The Contractor shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 22.9. All people who are engaged for various works in CSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 22.9.1. Passport/attested copy of passport with photo and address particulars. **OR**
- 22.9.2. Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)
- 22.10. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme 3 individual passport size photographs and two copies of family photographs of the members.

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

23. **आईएमएस दिशानिर्देश /IMS GUIDELINES**

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

23.1.1. Meeting or exceeding customer requirements.

23.1.2. Assuring quality of the products and service.

23.1.3. Preventing occupational ill health & injuries.

23.1.4. Ensuring safe work sites.

23.1.5. Conserving natural resources.

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

23.1.7. Handling and disposal Hazardous wastes safely.

23.1.8. Complying with statutory & regulatory and other requirements.

23.1.9. Developing skills and motivating employees.

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

23.2.1. The contractor (or a sub-contractor performing work on behalf of the contractor) is deemed to comply with the Occupational Health, Safety and Environmental Policy of the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the requirements of the established Integrated Management System (IMS) of the company.

23.2.2. The Contractor shall undertake the work in total compliance with all applicable legal/statutory requirements related to Occupational Health, Safety and Environment effective in the state of Kerala.

23.2.3. It is the sole responsibility of the contractor to assure that any sub-contractor, who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to the Integrated Management System of the company and the Health, Safety & Environmental Rules effective in the state.

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- 23.2.4. The contractor shall provide/implement and operate/practice all Occupational Health, Safety and Environmental management measures/facilities, for their period of contract, in their activities/at their work sites, which shall be required according to the IMS of the company or that required by the Health/Safety/Environmental Rules established and effective in the state, at their own cost.
- 23.2.5. If any contractor failed to comply with or violated any clauses/requirements of Occupational Health, Safety and Environmental Rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.
- 23.2.6. Upon completion of the work, contractor shall clear the area and shall not leave any Occupational Health/Safety/Environmental liabilities to the company, from their activities at the worksites.
- 23.2.7. Any clarification related to IMS requirements of the yard, may be obtained by the contractor from the DGM (OF) or the authorized representative of the contract, prior to the commencement of work.

24. बिजली नियम और विनियमन /ELECTRICITY RULES AND REGULATION

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

25. SAFETY OF PERSONNEL AND FIRST AID /STATUTORY RESPONSIBILITY

- 25.1. 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.
- 25.2. 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.

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- 25.3. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.
- 25.4. 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 the firm employs contract labour for executing the works.
- 25.5. The entire work force under the contractor shall always follow all instructions from CSL safety personal

26. OVERWRITING & CORRECTIONS

- 26.1. 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.)
- 26.2. All terms and conditions, other than those mentioned above, contained in the Enquiry specification and drawings (Annexure I), Cochin Shipyard Ltd - General Terms and conditions (Annexure II) and other annexure pertaining to this tender shall also be attested by the bidder as a token of acceptance.
- 26.3. 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

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) Quality of workmanship shall conform to the specification/ standards laid down by CSL
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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
- 7) Material supplied by CSL may not be in the required size and shape. These may be cut and prepared after proper nesting by the Contractor. Special care to be taken to reduce wastages. Shortage of any material (supplied by CSL) arising out of excess wastages due to improper planning shall have to be made up by Contractor free of cost.
- 8) Contractor should strictly comply with the welding specification as mentioned in the drawing.



**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

- 9) The Contractor shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of CSL representative deputed for the job. The job should be completed at the time specified by the representative deputed for the job for each stage of work.
- 10) Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Contractor while working at CSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.
- 11) 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.
- 12) 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.
- 13) The Contractor shall indemnify CSL and CSL's personnel against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.
- 14) 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.
- 15) The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- 16) The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- 17) Chief General Manager (SB) or his authorized representative will be the Officer-in-Charge of this Contract.

**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

- 18) Withdrawal of the quotation after it is accepted or failure to make contract execution within the stipulated completion period will entail cancellation of the order and forfeiture of EMD/ Security Deposit, if any/ and or risk purchase.
- 19) Subcontracting to other contractors (outside the consortium in case the contract is awarded to a consortium of contractors) shall be only after written intimation and approval of competent CSL authorities. Contractor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Contractor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
- 20) The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Contractor shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
- 21) Contractor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
- 22) 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.
- 23) Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
- 24) The Contractor is expected to have full knowledge and understanding of the Labour rates, conditions, practices etc. prevalent in the CSL and premises. The contractor shall be entirely responsible for all matters related to manpower and labour engagement for the subject contract.
- 25) Issues related to availability and utilization of manpower shall be dealt by the Contractor. Availability of competent labour with requisite skills for the specified jobs shall be ensured by the contractor.
- 26) The contractor shall execute the work in every area under instruction/intimation to CSL personnel at site. Clearance from CSL in terms of permits/internal regulations etc. as applicable from time to time shall be obtained. The contractor shall obtain necessary hot work sanctions, permission to work in confined areas, safety clearance for scaffolding done by the contractor, electrical related provisions etc. as per CSL safety rules.



**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

- 27) Hot works are to be carried out as per the existing CSL norms. Timely closing of work permits is the responsibility of the Contractor. This is to be done in a regular manner in consultation with the Executing Officer.
- 28) The Contractor is to ensure proper cleanliness all around his work area while working on board ship. The contractor shall arrange to collect and clean up every day all the waste, scrap, debris etc. generated by their workmen while working on board the ship and other locations and deposits the same suitably at specified location at his cost to the complete satisfaction of CSL. In case of any failure on his part to comply with the requirement, CSL will arrange the required cleaning entirely at the contractor's cost.
- 29) Daily cleaning and housekeeping in work areas to be ensured by the contractor. In case of any failure to do so, CSL reserves the right to make alternate arrangement for cleaning at the risk and cost of the contractor. In addition to this, one quarter in every week shall be exclusively dedicated for cleaning and housekeeping activities.
- 30) Segregation of waste at source and deposit into the respective pallets is the sole responsibility of the contractor. In case of any mixing of waste, CSL will segregate the waste at the expenses of the contractor.
- 31) The contractor shall be responsible for any damage caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage. The responsibility is limited only with respect to the damages caused due to any mistake or negligence of contractor.
- 32) Any material/ fitting/ equipment fitted onboard the vessel is CSL property. Removal of any such item shall be done only with the written approval of officer concerned. 'Permit for Removal and Refitting' has to be meticulously followed to this effect.
- 33) Contractor has to ensure proper diligence while laying hoses and cables onboard vessel. Separate route to be used for fuel hoses and electric cables. Clear space/ passage for movement of personnel are to be maintained throughout the construction period. CSL reserves the right to confiscate the hoses/ cables those are laid in a haphazard/ inconvenient way or to impose suitable penalty on the contractor.
- 34) Half yearly inspection of portable electrical tools and leak testing of cutting hoses are mandatory. Electric tools/ cutting hoses without valid inspection certificate will not be permitted onboard vessel.

**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

- 35) The contractor has to handle the CSL properties and materials issued to the contractor with due care. CSL reserves the right to recover any losses due to damage/ loss occurred in this regards.
- 36) All equipment/ portable electric tools, plug boards etc. used by the contractor should have tally plates/ tags for easy identification.
- 37) All correspondence with the Shipyard to be in English language. All documents and plans to be in English and in metric units.



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

ANNEXURE- III

कार्य क्षेत्र / SCOPE OF WORK

**OUTFIT WORKS (PIPING & STRUCTURAL) IN
ACCOMODATION BLOCKS OF 04 No.s
MULTI – PURPOSE VESSELS (MPV)**

1. INTRODUCTION

The work includes Collection of pipes as well as structural items, fitment of the same in accordance with the drawings provided by CSL to the entire satisfaction of CSL, Owner, Class surveyor, and up to the delivery of the vessel, which includes the following; with the available infrastructure facilities and Equipment / materials / consumables (welding consumables & shielding gas) provided by Cochin Shipyard Ltd (CSL) in accordance with the enclosed Specifications and drawings, delivery schedule, CSL - Terms and conditions in all respects.

The work is to be carried out in the accommodation blocks of the ship (On-board the ship or during block stage) allotted to the contractor (s) inside CSL premises.

2. VESSEL PARTICULARS

Length overall	109.95m
Length between perpendiculars	107.70m
Breadth moulded	16.5m
Depth main deck	9.5m
Summer draft	6.6m

3. SCOPE OF WORK

PART A – PIPE OUTFITTING WORKS

- The scope of work includes collection of various pipes as per MLF from Stores/shops/contractors skid, transportation to the ship/ blocks, fitment on board the accommodation blocks of the ship (either on board the ship/at block stage).
- Entire work shall be as per the MLF, Yard plan, pipe support drawing, key plan, and CSL quality standards etc. (which will be provided by CSL upon finalisation of tender).
- Brief technical details (approximate) pertaining to the same (for one vessel) is given below:

I. PIPE OUTFITTING

- Total No of Pipe Pieces – 262
- Total number of joints – 450
- Total Weight of Pipes – 4400 Kg

NB	No of Pipe Pieces	Total Length (In Meter)
15 NB	17	27
18 NB	4	9
20 NB	30	42
22 NB	1	3
25 NB	21	37
40 NB	34	49
50 NB	38	62
65 NB	55	92
80 NB	33	60
100 NB	1	1
125 NB	2	3
150 NB	19	32
200 NB	7	8
Total	262	425 meters

TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04 No.s Multi –Purpose Vessels (MPV)

II. PIPE SUPPORT DETAILS (APPROX.)

- Total No of Pipe Supports – 230 No.s
- Total Weight of Pipe Supports – 340 Kg

PART B – STRUCTURAL OUTFITTING WORKS

- a) The scope of work pertains for fitment of Structural items (Guardrails, storm rails, Vertical ladders, stairs, Mast, wheelhouse platform, Rungs and handgrips, equipment foundation etc.) on board vessels/block stages.
- b) Structural outfitting items (for one vessel) are as follows:
 - Guardrails – Approx. 125 meters
 - Storm rails – Approx. 100 meters
 - Vertical ladders (3 No.s) with approx. total weight of 150 Kg
 - Stairs (14 No.s) with approx. total weight of 3500 Kg
 - Mast (1 No) with approx. weight of 2600 Kg
 - Wheelhouse platform (1 No.s) with approx. weight of 1100 Kg
 - Rungs and handgrips (20 No.s) with approx. total weight of 50 Kg
 - Equipment foundation (1 No.s) with approx. weight of 10 Kg
- c) The scope of work includes collection of various structural items as per MLF from Stores/shops/contractors skid, transportation to the ship/ blocks, fitment on board the accommodation blocks of the ship (either on board the ship/at block stage).
- d) The contractor should have a good coordination with his counterpart in the same vessel

Item Description	Quantity	Weight(Kg)
Guard rails	125 Meters	–
Storm rails	100 Meters	–
Vertical ladders	03 No.s	150
Stairs	14 No.s	3500
Mast	01 No.s	2600
W/H platform	01 No.s	1100
Rungs and handgrips	20 No.s	50
Equipment foundation	01 No.s	10

4. METHODOLOGY OF WORKING

- a) A detailed project report to be submitted prior to commencement of works.
- b) The subcontractor shall deploy/nominate a person who will be in charge of the work for the entire period of project execution. He shall keep close liaison with CSL officers/supervisors concerned and ensure smooth and satisfactory progress of the work from time to time and shall be available for the entire duration of the project.
- c) Necessary competent supervisors for the work, to be deployed.
- d) The work will have to be undertaken simultaneously in two/three vessels at a time to meet the project timelines. Hence the contractor needs to cater sufficient manpower for the same.
- e) Employees of the firm shall work under close coordination with yard personnel, structural contractors and Piping/Painting/Electrical subcontractors with a conciliatory approach and team spirit to achieve the project completion in time.
- f) The Contractor is expected to have full knowledge and understanding of the Labour rates, conditions, practices etc prevalent in the Yard and premises. The contractor shall be entirely responsible for all matters related to manpower and labour engagement for the subject contract.
- g) Issues related to availability and utilization of manpower shall be dealt by the Contractor. Availability of competent labour with requisite skills for the specified jobs shall be ensured by the contractor.
- h) The complete work is to be carried out with the highest degree of workmanship under the inspection of CSL, Classification society (when specifically indicated in the technical specifications), Ship owner, or any other agency nominated by Shipyard.
- i) The contractor shall execute the work in every area under instruction/intimation to CSL personnel at site. Clearance from CSL in terms of permits/internal regulations etc as applicable from time to time shall be obtained. The contractor shall obtain necessary hot work sanctions, permission to work in confined areas, safety clearance for scaffolding done by the contractor, electrical related provisions etc. as per CSL safety rules.
- j) The Contractor is to ensure proper cleanliness all around his work area while working on board ship. The contractor shall arrange to collect and clean up every day, all the waste, scrap, debris etc. generated by his workmen while working on board the ship and other locations and deposit the same suitably at specified location at his cost to the complete satisfaction of Yard. In case of any failure on his part to comply with the requirement

**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

Yard will arrange the required cleaning entirely at the contractor's cost.

- k) The firm / contractor shall be responsible for any damage caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage. The responsibility is limited only with respect to the damages caused due to any mistake or negligence of contractor.
- l) Contractor / firm are required to work round the clock / Sundays/ holidays as per the requirement of concerned department in order to complete the work in time.
- m) The upper age limit of all workers and supervisors employed by the contractor / firm and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- n) Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.

5. SCOPE OF CSL

- a) The design & supply of materials for the piping work under the mentioned scope of work.
- b) Providing the MLF, Yard plan, pipe support drawing, key plan, and CSL quality Standards etc.
- c) The accessories like bolts & nuts will be provided by CSL.
- d) Power supply, Water, compressed air (at available pressure) and cutting gases at centralized points.
- e) Consumables (welding rods & shielding gas only) will be supplied by CSL.
- f) Services of CSL cranes and forklifts will be provided subject to availability.
- g) Required space inside the Yard (as on available area) & Power and water supply to office space / container / room at designated places, free of cost.
- h) Required space for fabrication & working inside the Yard (as on available area).
- i) Staging above 3m height.
- j) Arranging QC/ Owner for inspection and survey
- k) Monthly performance rating evaluation based on Appendix C.

6. SAFETY/STATUTORY RESPONSIBILITY

- a) The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he should adopt all the required safety measure and strictly comply with the safety regulations in force. A copy of CSL's "Safety Rules for Contractors (Revised)" is available with Outsourcing Department for reference.
- b) The Contractor should arrange to suitably insure all his workmen/other personnel in this regard. CSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- c) In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.
- d) The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.



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

ANNEXURE- IV

तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST

(To be submitted by the bidder)

TENDER NO. SB-OSD/MPV/875/2024 Dtd. 27-06-2024

(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 E-mails?	Yes / No	
3	Schedule of work as specified in technical specification/ price bid of this tender is acceptable	Yes/ No	
6	Submission of MSME and NSIC registration document with offer	Submitted/Not submitted	
7	Specify the current status of the firm	MSME/MSE/Startup	
8	Offer Validity (date)	90days - Agreed as per tender/Do not agree	
9	Completion period as mentioned in the tender enquiry is acceptable	Yes/ No	
10	Taxes & Duties	Specified/included in Price	
11	Payment terms – confirm		
a	Payment terms as per Annexure I clause 16.	Agreed as per tender/Do not agree	
b	Any others (Specify details)		
12	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	

**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04 No.s Multi –Purpose Vessels (MPV)**

13	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	
14	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
15	Force Majeure	Agreed as per tender/Do not agree	
16	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
17	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
18	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
19	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
20	Fully aware about the safety, general rules, regulations, standards, entry pass eligibilities.	Yes / No	
21	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.	Self-declaration submitted/Not submitted	
22	Is your firm registered under TReDS	Yes/No	
23	Is the firm registered as vendor in CSL? If Yes, Provide Vendor Code.	Yes/No	Vendor Code
24	Documentary proof of valid registration under statutory schemes such as ESI / EPF	Submitted/Not submitted	
26	Deviations from Tender conditions	No Deviations/ Deviations are specified	

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:





TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04 No.s Multi –Purpose Vessels (MPV)

ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/MPV/875/2024 Dtd. 27-06-2024

**OUTFIT WORKS (PIPING & STRUCTURAL) IN
ACCOMMODATION BLOCKS OF 04 NO.S
MULTI –PURPOSE VESSELS (MPV)**

SL NO:	JOB DESCRIPTION	LUMP SUM AMOUNT FOR ONE VESSEL (INR)
1	Rate for installation and pressure testing of Pipes as per the scope of work (Part- A) in and other tender conditions	
2	Rate for Structural Outfitting as per the scope of work (Part- B) and other tender conditions	
3	SUB TOTAL FOR 1 VESSEL (SL NO 1+2)	
4	GST 18 %.....HSN CODE.....	
5	TOTAL FOR 1 VESSEL (SL NO 3 + 4)	
6	GRAND TOTAL FOR 4 VESSELS (4 X SL NO 5) IN INR	

Grand Total amount for Outfitting Works in 04 Vessels (in words)

Rupees.....
.....
.....



**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

NOTES:

- 1) L1 will be determined based on the overall cost at **SI No. 3 (Sub total for 1 vessel)** excluding GST.
- 2) GST as per the prevailing rate will be paid.
- 3) L1 declaration will be based on the price bid verification by CSL finance dept. as per the calculation specified.
- 4) The Lump sum rate shall be inclusive of labor costs, material movement, and cost of tools & tackles other than CSL'S scope and the cost of all other activities for the satisfactory completion of work as specified in the Annex-III of scope of work (Part - A & Part - B).

Signature of Contractor/authorized signature
of firm or agency:

Name of contractor or authorised signatory of
firm/agency:

Designation:

Address:

Contact No



ANNEXURE-VI

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, on one hand, the President of India acting through Deputy General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s.....represented by Shri..... Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure and the BIDDER/Seller is
Willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / Partnership / registered export agency, constituted in accordance with the relevant law in the matter And the PRINCIPAL is a Government of India PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be

Entered into with a view to:-



**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

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

**TENDER ENQUIRY NOTICE – Outfit Works (Piping & Structural) in Accommodation Blocks of 04
No.s Multi –Purpose Vessels (MPV)**

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



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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: -

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

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

5.3. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. FALL CLAUSE

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

7. INDEPENDENT MONITORS

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

(i) Shri. Jagadip Narayan Singh, IAS (Retd.),

C-54, Bharatendu Harischandra Marg,

Anand Vihar, Delhi – 110092.

Mobile: 9978405930

Email: jagadipsingh@yahoo.com

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

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

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- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 7.6. The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7. The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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



10. OTHER LEGAL ACTIONS

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

11. VALIDITY

11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years

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

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

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

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

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

Witness

1.....

2.....

Witness

1.....

2.....

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





ANNEXURE-VII

DECLARATION

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

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

Yours faithfully,

(Signature & Seal of Authorised Signatory)



APPENDIX- A

COMPLIANCE MATRIX

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

Notes:

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

APPENDIX - B

FORMAT FOR FINANCIAL CAPABILITY

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

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

Certificate from Chartered Accountant:

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

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm



APPENDIX-C

PERFORMANCE EVALUATION FORM

Parameters	Evaluation Grade Points Awarded (Grade Points X Weightage)					
	Grade	Excellent	Good	Average	Bad	Very Poor
	Weightage	5	4	3	2	1
Timely Completion as per Project schedule	10					
Work Planning & Coordination	2					
House Keeping and HSE	2					
Responsiveness to critical and complex works	2					
Overall Quality Management	2					
Integrity and Professionalism	2					
Total Grade Points (<i>sum of points in each grade</i>)	20					

Grand total of grade points awarded (Max 100)	
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Points to be considered during evaluation

Timely Completion as per Project schedule	Completion of work within stipulated time, including class surveys & till submission of proper quotation. (No Reworks/Survey failures)
Work Planning & Co-ordination	Planning of (material, labour & machinery) for smooth execution of work, coordination with multiple agencies/stakeholders, Pro-active approach in avoiding hindrance of work, Supervisory skills, communication etc.

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Responsiveness to critical and complex works	Willingness to execute complex works understanding the importance of the work for CSL, deployment of adequate workers in time & round the clock in critical tasks.
Overall Quality Management	Quality of Work, No of QC/Class survey points, Re-works, RT/Survey Failures, quality of manpower, supervisors etc. to be considered
House Keeping and HSE	Adherence to CSL HSE policies and instructions, use of PPEs, commitment & continuing practises for good housekeeping at site, daily tool box meetings at site.
Integrity and Professionalism	Responsiveness & commitment to work, uniforms to workers, appropriate & polite behaviour at site, ethics in preparation of quotations, corrections in quotation, proper documentation.
Signature (CSL Officer in-Charge)	
Name & Design	