

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

पोत निर्माण प्रभाग/SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज़/TENDER DOCUMENT

TENDER NO. SB-OSD/ASW/770/2023 Dtd. 18-05-2023

EQUIPMENT ERECTION & INSTALLATION ONBOARD
ASW SWC VESSELS BY.524 & BY.525



वसुधैव कुटुम्बकम्
ONE EARTH • ONE FAMILY • ONE FUTURE



MAY - 2023

विषय – सूची / CONTENTS

क्र.सं. Sl. No.	विवरण DESCRIPTION	संदर्भ REFERENCE
1	निविदा सूचना TENDER NOTICE	
2	जांच के नियम और शर्तें TERMS & CONDITIONS OF ENQUIRY	अनुलग्नक ANNEXURE I
3	सामान्य शर्तें GENERAL CONDITIONS	अनुलग्नक ANNEXURE II
4	कार्यों का विषय क्षेत्र/ तकनीकी विनिर्देश SCOPE OF WORKS / TECHNICAL SPECIFICATION	अनुलग्नक ANNEXURE III
5	तकनीकी वाणिज्यिक जांच सूची TECHNO COMMERCIAL CHECK LIST	अनुलग्नक ANNEXURE IV
6	मूल्य बोली प्रारूप PRICE BID FORMAT	अनुलग्नक ANNEXURE V
7	पूर्व-संविदा सत्यनिष्ठा का समझौता PRE CONTRACT INTEGRITY PACT	अनुलग्नक ANNEXURE VI
8	प्रदर्शन मूल्यांकन प्रपत्र PERFORMANCE EVALUATION FORM	अनुबंध APPENDIX A
9	वजन अनुमान WEIGHT ESTIMATION	अनुबंध APPENDIX B



निविदा सूचना / TENDER NOTICE
कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT

SB-OSD/ASW/770/2023

18th MAY 2023

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/ASW/770/2023 Dtd: 18-05-2023
कार्य का नाम Name of work	EQUIPMENT ERECTION & INSTALLATION ONBOARD ASW SWC (BY 524 & BY 525)
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)	31 st MAY 2023 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	23 rd MAY 2023 at 14.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	31 st MAY 2023 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<p>For Commercial queries: Mr. Vidhu Sebastian, Mob No:99958 06136, SM (outsourcing)</p> <p>For Technical queries: Mr. Unnikrishnan K, Mob. No: 99958 06161, SM (IAC)</p>



1. Cochin shipyard Limited, a leading Ship Building & ship repair industry and also well known player on the global ship building front, invites interested, reputed, resourceful and financially solvent firms/contractors to submit two part bids.
2. The pre-bid meeting will be held on 23.05.2023 at IAC & DP Conference Hall of CSL from 14.00 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 22.05.2023 positively.
3. Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID: unnikrishnan.k@cochinshipyard.in with a copy to vidhu.s@cochinshipyard.in
4. The tenders are to be submitted in two bid system; **Part I : Techno Commercial Bid** and **Part II : Price Bid** as Soft copy and should reach the undersigned on or before the date and time as stipulated:
5. **MODE OF SUBMISSION OF BIDS**
 - Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender considering prevailing COVID-19 SOP of CSL.
 - The subject of the E-mail should clearly state the tender enquiry number and due date of submission. Price Bids (Part A to Part E) are to be password protected and passwords shall not to be forwarded unless asked for.
 - Tender Documents should be submitted in PDF Format and Directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.
 - Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via e mail to:

(i) vidhu.s@cochinshipyard.in

Copy to:

(ii) madhu.pk@cochinshipyard.in

(iii) ajithkumar.n@cochinshipyard.in



6. **The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 31st May 2023** and Part I Techno-Commercial Bid will be opened at **15.30 Hrs** on the same day.
7. Late tenders / tenders with conditions will be summarily rejected.
8. CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.
9. Only technically qualified bids will be considered for price bid opening. After evaluating the bids for both technical aspects and commercial terms, the techno-commercially qualified bidders will be intimated regarding the date and time of opening of Part II - Price Bid. Intimation will be as per prevailing SOP with respect to the COVID-19 situation, until such time COVID-19 protocol is applicable in CSL.
10. Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.
11. All rules & regulations specified by the Govt of Kerala and CSL, pertaining to the present COVID-19 pandemic situation should be adhered by the bidder.
12. **The following shall be submitted along with Part I (Techno-commercial) Bid:-**
 - i. **Original tender document duly signed on all pages** - including Terms & conditions of enquiry, general conditions, technical specification, scope of work placed at Annexure I, II, III, Appendix A & B
 - ii. **The Techno Commercial Check List** at Annexure IV filled up completely and duly signed. **The non submission of duly filled Techno Commercial checklist will lead to the rejection of the bids.**
 - iii. **Copy of un-priced bid format** at Annexure V (price bid WITHOUT prices/numerals)
 - iv. List of deviations/exclusions from the tender enquiry terms and conditions (if any).

13. PRE CONTRACT INTEGRITY PACT

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




14. MSME- PRIVILEGES

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

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

16. 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

EQUIPMENT ERECTION & INSTALLATION ONBOARD

ASW SWC VESSELS BY 524 & BY 525

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for **Equipment Erection & Installation works onboard ASW SWC (BY 524 & BY 525)** 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 machinery erection, installation & survey and comment closing up to the entire satisfaction of CSL / Owner / Class surveyor, with the available infrastructure facilities and Equipments / materials / 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. All equipment, tools and tackles required for the work are under the scope of the contractor and these should be calibrated / tested as per CSL standards.
- 1.4. The work is to be carried out In-Situ area (Block/Onboard the ship) allotted to the contractor inside CSL premises.
- 1.5. Outfitting in Block & Onboard (including during sea trials) for any defect rectification due to improper installation / torque tightening/ welding or fabrication defects are to be undertaken by the firm.
- 1.6. Bidders are requested to study the scope of work before submitting their offer. Technical Clarification, if any, required may be obtained from **Unnikrishnan K, SM (IAC)** before quoting.

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

The contractor should qualify the following PQ Criteria.

- 2.1. The contractor should have the experience in similar works (i.e. Equipment Erection and Installation works in onboard ships /floating marine structures, and should be conversant with Ship Building / Ship Construction procedures or paramilitary ships or submarines or



offshore structure in CSL or other yards/Marine projects. Necessary documents in proof of carrying out similar works shall be submitted with the offer (Work Order & work completion certificates).

- 2.2. Average turnover shall be 30 Lakhs in last 3 consecutive financial years ending 31st March of last financial year out of which at least 10 Lakhs shall be from the subject job.
- 2.3. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipments & facilities, Skilled Manpower, Work experience of similar job, etc. to be submitted with the offer. Purchase order for material supply will not be considered.
- 2.4. 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. A self declaration from the firm with this effect shall be provided at the time of submission of Techno commercial offer.
- 2.5. For order value above one Crore, CSL registered executing contractors with HSE rating of 4 stars or above only will be considered and for new vendors, these vendors to submit their HSE plan for approval of CSL with the tender document. .

3. प्रस्ताव की वैधता / VALIDITY OF OFFER

- 3.1. The offer shall be valid for acceptance for a period of 90 days from the date of opening of the Part-I Techno-Commercial Bid.

4. अनुबंध प्रदान करने का तरीका / METHOD OF AWARDING CONTRACT

- 4.1. Equipment Erection and Installation works of Total 02 No's of ASW SWC vessels (BY 524 & BY 525) are covered under this contract. The Work is divided into 3 Zones per vessel viz , Zone I , Zone 2 & Zone 3. However, the contract is extendable to more vessels in the series with same rate and terms & condition on mutual agreement.
- 4.2. The scope of work is defined as Zone I , Zone 2 & Zone 3 per vessel
- 4.3. Since it has been decided to float out BY 524 & 525 in parallel, there arises a requirement to progress the work simultaneously with different contractors. Considering the requirement, contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1 for each Zone / bidder willing to match with L1 rate as per split order methodology noted below.
- 4.4. Each Zone (1 to 3), as per para 4.2 above will be awarded to different 03 successful bidders who are identified as L1 in each case. In the case L1 rate matching scenario arises



the selection of these bidders will be in the sequence of ascending order of lowest rate quoted (L1, L2, L3.....).

- 4.5. In case one bidder is becoming L1 for more than one category (Zone -1 to 3);
- 4.6. Category with higher value will be considered for placement of order on that Bidder subject to negotiation by CSL.
- 4.7. If no other bidder is willing to match the L1 rate, the contract will be concluded on the same L1 bidder subject to negotiation by CSL
- 4.8. Various options for considering work allocation based on the quotes from bidders is tabulated below :

Description of work	Option-1	Option-2	Option-3	Option-4
Part-A (Zone-1)	L1- Firm-1	In case one bidder is becoming L1 for more than one category (Part -A to C); Category with higher value will be considered for placement of order on that Bidder subject to negotiation by CSL.	If no other bidder is willing to match the L1 rate, the contract will be concluded on the same L1 bidder subject to negotiation by CSL	If only few firms (Less than requirement) are willing to match L1 rate, work allocation preference will be given to the firms in the ascending order of lowest quote (In the order of Lowest of total sum of part A to C).
Part-B (Zone -2)	L1- Firm-2			
Part-C (Zone-3)	L1- Firm-3			

- 4.9. Once work order is placed, successful contractors shall be able to start the works immediately.
- 4.10. CSL reserves the right to cancel the tender at any stage of tender process, if required.
- 4.11. In the event of no other firms are willing to match L1 rate, CSL reserves the right to place order in part/ full on L1 firm, depending upon project schedule, priorities, capacity to mobilize manpower, previous performance etc. and after assessing the financial capabilities, etc.
- 4.12. The performance will be assessed by CSL on a bi weekly/ monthly basis as desired necessary by the Execution Officer as per format indicated at Appendix A. CSL reserves the right to take over / allocate to another suitable contractor if the work performance rating is below "Average".



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

- 5.1. CSL shall indicate the master construction schedule of completion of the work of vessel. The contractor/s 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 vessels allowing sufficient time for other interface activities/works.
- 5.2. The contractor/s should be in a position to complete the mobilization and start the work within 7 days from the date of intimation.
- 5.3. All works listed in Appendix-B to be completed within 3 months from the date of intimation by the Officer in charge.
- 5.4. CSL has the right to change the schedules of the project to the interests of the company and the contractor/s should be capable of adjusting the resources according to the instructions from the CSL contact person.
- 5.5. Detailed working schedule (Weekly/monthly) etc. to be prepared and submitted to CSL 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. Detailed scope for each category of work is 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 required carrying out the work as per the specifications / drawings supplied, and to the satisfaction of CSL QC/Ship Owner/ Class Surveyor.
- 6.4. Contractor should maintain the quality as per CSL Quality Standards and yard quality procedures.
- 6.5. The survey requests should be submitted to CSL by the Contractor.
- 6.6. Contractor should depute a single point coordinator for ASW SWCs who will act as a nodal point for the firm who will liaise with CSL at all times. He will be responsible for forwarding the;
 - 6.6.1. Detailed schedule of work along with resource allocation
 - 6.6.2. Weekly progress status of equipment erection.
 - 6.6.3. Submission of planned work for the upcoming 2 weeks
 - 6.6.4. Balance equipments yet to be received from CSL for work which is planned for the next 2 weeks

- 6.6.5. Any other issues hindering the work progress
- 6.7. Contractor shall submit the weekly /monthly progress reports to CSL.
- 6.8. Since the ASW SWC vessels are being built for Indian Navy the Equipment erection has to be meeting the quality standards of Naval vessels (IAC or similar) and the responsibility of meeting the requisite standards will be of the Contractor.
- 6.9. Contractor shall quote separately for individual work and payment will be done as per the actual quantity.

7. अनुबंध की वैधता / VALIDITY OF CONTRACT

- 7.1. Once the contract is awarded, the price offered and mutually agreed shall remain firm (Contract concluded price as per Annex-V) till completion of work and no escalation in rate shall be allowed by CSL on whatsoever reason thereafter.
- 7.2. Contractor shall complete mobilization of his workforce, tools & equipment within one week from advance intimation from Outfit Department (IAC & DP) to start the work. During this mobilization period, contractor should arrange entry passes for his employees and no excuse for delay in commencing work on this account will be entertained.

8. निरीक्षण / INSPECTION

- 8.1. The complete work has to be carried out under the survey of CSL as well as inspectors from DNV class as well as Indian Navy. The works are to be inspected and approved by CSL initially and will be presented to inspectors from DNV class as well as Indian Navy if required.
- 8.2. After loading survey (survey for measurement of shock mount height after 24 Hrs of equipment erection) to be offered to CSL QC.
- 8.3. Torque tightening of fasteners of foundation bolts / shock mounts to be done as per standard chart / OEM recommendation
- 8.4. All activities must be offered to QC to their best satisfaction. Any comments arising during the survey to be liquidated immediately with additional support/modification works

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 by e-mail mentioning the subject as the bid No, tender No. and date.
- 9.1.2. **The following shall be submitted along with technical Bid, failing which the bid may be summarily rejected :-**

- 9.1.2.1. Tender document general Terms & conditions and technical specifications placed at Annexure I, II & III duly signed on all pages.
- 9.1.2.2. The Techno 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) at Annexure VI 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. Supporting documents with relevant work experience, job executed in Shipyards as per clause 2 of Annexure I and Clause B category of work in Annexure III. Evaluation of this document forms one of the essential criteria

9.1.3. The non submission of duly filled Techno 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 machinery erection & installation onboard to be executed and 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 unit rate 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 for each part (Zone 1 , Zone 2 & Zone 3) of Price bid irrespective of lower rates in case of the line items within the zone of other bidders.
- 9.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.

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

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

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

11. कर / TAXES

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

11.1.1. Applicable rate of GST/SAC Code

11.1.2. Firms GST Reg. NO

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

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

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

12. भुगतान की शर्तें / PAYMENT TERMS

12.1. The payment terms are as follows

12.2. Payment will be released in 8 stages, i.e. at 25%, for each stage of completion of erection of machinery and installation of machinery as indicated in below table

12.3. For Machinery erection & installation, contractor can claim for the payment after completion of machinery erection (50% of quoted amount) and machinery installation (50% of quoted amount).

12.4. Payment will be made on actual quantity of work done as per the rate mentioned in Annexure V

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

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

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.

TABLE- STAGE PAYMENT SCHEDULE

Stage Description	Work Description	Amount claimable
1	Completion of erection of 25 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
2	Completion of erection of 50 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
3	Completion of erection of 75 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
4	Completion of erection of 100 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
5	Completion of installation (After loading & Torque Tightening) of 25 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
6	Completion of installation (After loading & Torque Tightening) of 50 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
7	Completion of installation (After loading & Torque Tightening) of 75 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed work
8	Completion of installation (After loading & Torque Tightening) of 100 % (by Weight of machinery in each Zone)	50 % of Quoted amount for each machinery for the completed 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, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract/ guarantee period (if separate Performance Guarantee as per clause 14 is not furnished) and on certification of 'nil liability to CSL' by Officer-in-Charge. The Security Deposit retained will not bear any interest.



14. निष्पादन गारंटी / PERFORMANCE GUARANTEE

- 14.1. The complete work carried out by the contractor shall be guaranteed against performance of work and/or poor workmanship for a period of 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. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by Ship owner for rectifying the defect.
- 14.3. Towards this, a performance guarantee equivalent to 5 % of the value of the contract to be furnished by the contractor along with submission of first bill in case of pro rata payment or completion of entire work in other cases, as per payment terms, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank valid till the expiry of the guarantee period.
- 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 and half percent (2.5%) of the basic value of the delayed work per week or part thereof, subject to a maximum of ten (10) percent of the basic value of the delayed work.

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

- 16.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond the agreed schedule, CSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be

recovered from 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 as per discretion of CSL.

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

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

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

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

17.4. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where the firm 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 shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.



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

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

20. क्षेत्राधिकार / JURISDICTION

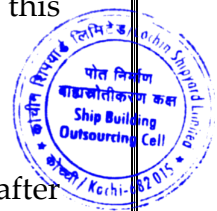
20.1. All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Cochin.

21. श्रम कानून और नियम / LABOUR LAWS AND REGULATIONS

21.1. 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.

21.2. 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.

21.3. 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.

- 21.4. The Contractor shall submit the Labour Reports/Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting Officer so as to enable the same to reach Personnel Department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.
- 21.5. 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.
- 21.6. 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.
- 21.7. 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.
- 21.8. 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.
- 21.9. 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:
- Passport/attested copy of passport with photo and address particulars. **OR**
 - 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.)

- 21.10. 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.
- 21.11. 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.

22. सामान्य शर्तें / GENERAL CONDITIONS

- 22.1. Quality of workmanship shall conform to the specification/ standards laid down by CSL
- 22.2. CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the scheduled requirements.
- 22.3. Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Contractor while working at CSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.
- 22.4. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 22.5. CSL 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 CSL on this account.
- 22.6. The Contractor shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of Cochin Shipyard representative deputed for the job. The job should be completed at the time specified by the representative deputed for the job for each stage of work.
- 22.7. The Contractor shall indemnify CSL and CSL's personnel against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.
- 22.8. It is also to be understood by the Contractor that CSL 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.

- 22.9. The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- 22.10. The contractor shall arrange to collect and clean up every day all waste, scraps; debris, etc. generated by the work men while working onboard the vessel and other locations and dispose the same suitably at his cost to the full satisfaction of CSL. In case any failure on his part to comply with this requirement, CSL will arrange the required cleaning entirely at the contractors cost.
- 22.11. The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- 22.12. General Manager (SB) or his authorized representative will be the Officer-in-Charge of this Contract.
- 22.13. Withdrawal of the quotation after it is accepted or failure to make contract execution within the stipulated completion period will entail cancellation of the order and forfeiture of EMD/ Security Deposit, if any/ and or risk purchase.
- 22.14. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
- 22.15. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
- 22.16. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
- 22.17. Conditional discounts, if any, will not be reckoned for tender evaluation/comparison purposes. However the same will be considered at the time of placement of purchase order if the firm turns out to be lowest bidder.

23. **आई एम एस दिशानिर्देशों / 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.
- 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 CSL, may be obtained by the contractor from the DGM (IAC) or the authorized representative of the contract, prior to the commencement of work.



24. बिजली के नियम और कानून / ELECTRICITY RULES AND REGULATION

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

25. गोपनीयता खंड / SECRECY CLAUSE

- 25.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.
- 25.2. All documents under this Contract transferred when the parties shall be treated as UNCLASSIFIED unless explicitly marked.
- 25.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc. shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board Navy vessels except without or security clearance from the Indian Navy.
- 25.4. Since this is a project of national importance, 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.

26. अधिलेखन और सुधार / 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

1. सामान्य शर्तें / GENERAL CONDITIONS

- b. 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.
- c. 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.
- d. 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.
- e. 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
- f. 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.
- g. 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.
- h. Since weight of the vessel is of paramount importance hence contractor should strictly comply with the welding specification as mentioned in the drawing.
- i. Contractors are required to work round the clock / Sundays/ holidays as per the requirement of concerned department in order to complete the work in time.
- j. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
- k. 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

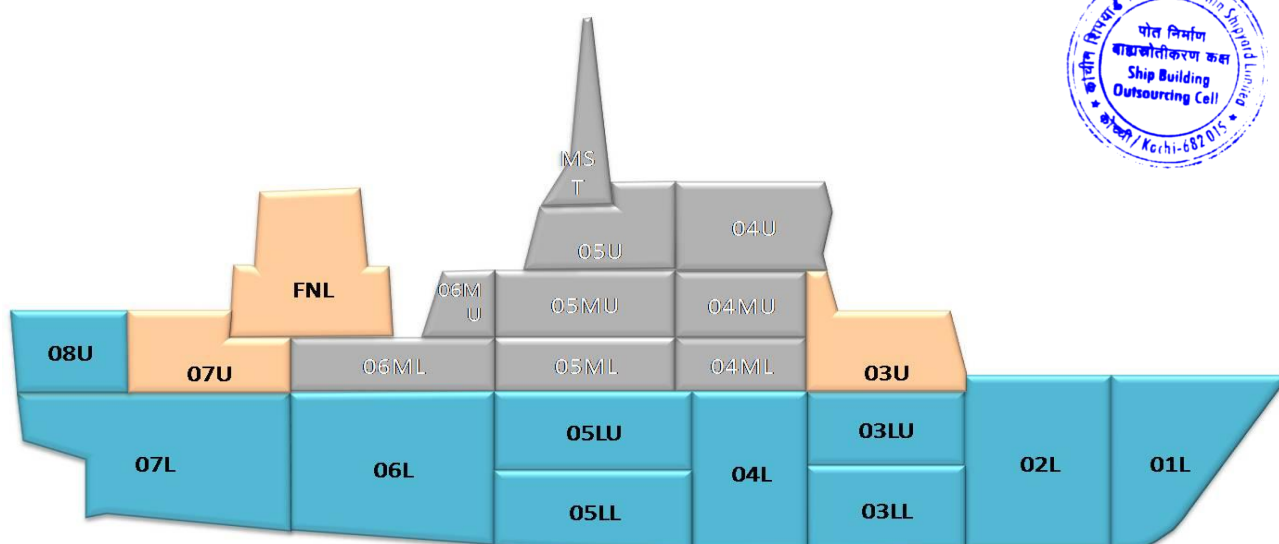
EQUIPMENT ERECTION & INSTALLATION ONBOARD ASW SWC VESSELS BY524 & BY 525

Cochin Shipyard Ltd (CSL) is constructing 08 numbers of ASW SWC vessels for Indian Navy, Ministry of Defense, Govt. of India. As per current requirement, CSL intends to outsource the Equipment Erection & Installation works for 02 no's ASW SWC (BY 524 & BY 525) vessels as per the vessel particulate detailed given below to competent contractors who arrives L1 for the tendered works. The Tender has been split into three zones (Zone 1, Zone 2 and Zone 3).

A. पोत विवरण / VESSEL DETAILS

Length Overall	78.00 M
Breadth molded	11.360 M
Depth main deck (Deck 1)	5.80 M
Height up to 03 deck	13.40 AB. BL
Design Draught	2.70 M
Displacement	900 Ton (approx)

General schematic of Vessel



B. काम का तकनीकी विवरण / TECHNICAL DETAILS OF WORK:

- Weight details of equipment per vessel – Appendix-B
- Drawing of equipment seats – Can be referred from IAC Project office
- CSL Quality control standards - Can be referred from IAC Project office

C. काम की गुंजाइश-ठेकेदार / SCOPE OF WORK-CONTRACTOR

The work shall be carried out based on the contract specification, general arrangement drawing, CSL mentioned standards and Design drawings. The scope of contractor involves machinery erection & installation up to the entire satisfaction of CSL Owner / Class surveyor, and up to the delivery of the vessel. Entire scope of work mentioned in Appendix B is divided into three zones (Zone 1, Zone 2 and Zone 3). Scope of work includes the following:

1. MACHINERY ERECTION & INSTALLATION

Scope of work for one equipment includes the following activities (the same will be applicable for all):

- i. Collection and transportation of equipment from CSL store to on-board vessel (SIV for collecting the item will be issued by CSL Officer-in-Charge)
- ii. Shifting of the equipment to designated compartments onboard the ship as per general arrangement drawing & equipment installation plan.
- iii. Any major cut openings required for shifting the equipments will be arranged by CSL.
- iv. Temporary Lifting hooks required for equipment shifting needs to be welded by the contractor.
- v. Equipment shall be preserved properly with grease (as suggested by CSL reporting Officer) and covered with sheets (Supply sheet – CSL scope) to avoid damage of equipments.
- vi. For the equipments having shock mount, mount free height survey (survey for measurement of shock mount height prior to loading) to be offered to CSL QC prior to commencement of equipment erection.
- vii. Equipment to be erected on foundation with shock mounts (if applicable), position for drilling holes for foundation bolts to be marked. The same to be drilled after the equipment has been removed from the foundation.

After loading survey (survey for measurement of shock mount height after 24 Hrs of equipment erection) to be offered to CSL QC.

- ix. Torque tightening of fasteners of foundation bolts / shock mounts to be done as per standard chart/OEM recommendations.
- x. All activities must be offered to QC to their best satisfaction. Any comments arising during the survey to be liquidated immediately with additional support/modification works.

2. GENERAL GUIDELINES

- i. All equipment, tools and tackles required for the work are under the scope of the contractor and these should be calibrated/tested as per CSL standards.
- ii. Contractor should work according to CSL planning schedule and number of manpower should increase in order to meet the planning schedule as suggested by reporting Officer.
- iii. Deployment of manpower in 3 shifts (As suggested by the reporting Officer) for working at multiple locations in different ships simultaneously.
- iv. All works listed in Appendix-B to be completed within 3 months from the date of intimation by the Officer in charge.
- v. Arrangement of necessary work permits, ventilation and lighting, etc. required for the execution of the job will be under the scope of contractor.
- vi. Minor staging up to 3m height shall be erected by the contractor for the work using CSL material without any separate payment as per the SOP of CSL. Any requirement over and above this shall be arranged by CSL separately.
- vii. There should be a guarantee of 1 year for the workmanship.
- viii. The working area should be cleaned by the contractor after completion of work and also contractor shall deploy their manpower for general clean ship in each vessels (weekly 2 Hrs as suggested by the reporting Officer)
- ix. Gas safety valves will have to be brought by the contractors for each OXY acetylene hose used by the contractor.
- x. Gas Cylinders if required to meet the schedule has to be arranged by the contractor based on the requirement.
- xi. Cutting & grinding wheels are under the scope of contractor.

D. सीएसएल का दायरा / SCOPE OF CSL

- a) Supply of Equipments/Machineries at stores
- b) Cut opening for equipment erection



- c) Power supply, Water, compressed air (at available pressure) and cutting gases at centralized points (Contractors has to cater cylinders as per CSL safety norms if required based on site condition).
- d) Welding Electrodes for foundation seat welding/ support welding if required.
- e) Services of CSL cranes, Trailers and forklifts will be provided for equipment shifting subject to availability.
- f) Covering sheets for preservation of equipments.
- g) Staging above 3m height.
- h) Arranging QC/ Owner for inspection and survey.

E. काम करने की पद्धति / METHODOLOGY OF WORKING

- a) A detailed project report to be submitted prior to commencement of works.
- b) The contractor shall deploy/nominate a person who will be in charge of the work for the entire period of project execution. He shall keep close liaison with CSL Officers/supervisors concerned and ensure smooth and satisfactory progress of the work from time to time and shall be available for the entire duration of the project.
- c) Necessary competent supervisors for the work, to be deployed as specified in the prevailing CSL norms..
- d) Employees of the firm shall work under close coordination with CSL personnel structural contractors and Piping/Painting contractors with a conciliatory approach and team spirit to achieve the project completion in time.
- e) 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.
- f) 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.
- g) **Subcontracting the work without the written intimation to CSL is treated as violation of the contract.**
- 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 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.
- k) 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. 10% of the manpower subject to a minimum of 2 persons is to be deployed for this purpose.
- l) 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.
- m) 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.
- n) 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.
- o) Hot works are to be carried out as per the existing CSL norms. Timely closing of hot work permits is the responsibility of the Contractor. This is to be done in a regular manner in consultation with the Executing Officer.
- p) Contractors are required to work round the clock/ Sundays/ holidays as per the requirement of concerned department in order to complete the work in time.
- q) 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.



- r) The upper age limit of all workers and supervisors employed by the contractor / contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- s) Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be provided free of cost.

F. सुरक्षा / सांविधिक दायित्व / SAFETY/STATUTORY RESPONSIBILITY

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


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



ANNEXURE- IV
तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST
(To be submitted by the bidder)
TENDER NO. SB-OSD/ASW/770/2023 Dtd. 18-05-2023
(Bidders may confirm acceptance of the Tender Conditions/deviations if any to be specified)

SL No.	Tender Enquiry Requirements	Confirmation from bidder (<u>strike off whichever is not applicable</u>)	Specific comments /Remarks
1	Scope of work as per Technical Specification /Drawings/ General Terms & conditions (Annexure III)	Agreed as per tender /Do not agree	
2	Whether technical bid & price bid are submitted in separate E-mails ?	Yes / No	
3	Schedule of work as specified in technical specification/ price bid of this tender is acceptable	Yes/ No	
4	Submission of Information/Documents relevant as per clause 2 of Annexure I	Submitted/Not submitted	
5	Submission of MSME and NSIC registration document with offer	Submitted/Not submitted	
6	Offer Validity (date)	90 days - Agreed as per tender/Do not agree	
7	Completion period as mentioned in the tender enquiry is acceptable	Yes/ No	
8	Taxes & Duties	Specified/included in Price	
9	Payment terms - confirm		
a	Payment terms as per Annexure I clause 12.	Agreed as per tender/Do not agree	
b	Any others (Specify details)		
10	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
11	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	



12	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
13	Force Majeure	Agreed as per tender/Do not agree	
14	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
15	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
16	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
17	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
18	Fully aware about the safety, general rules, regulations, standards, entry pass eligibilities.	Yes / No	
19	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	
20	Is your firm registered under TReDS	Yes/No	
21	Is your firm registered as vendor in CSL	Yes/No	
22	Annual turnover requirement, during last 3 years, ending 31st March of the previous financial year	Agreed as per tender/Do not agree	
23	Does your firm have valid registration under statutory schemes such as ESI / EPF?	Yes/No	
24	Deviations from Tender conditions	No Deviations /Deviations are specified	



हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:

ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/ASW/770/2023 Dtd. 18-05-2023

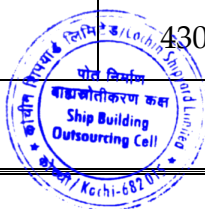
EQUIPMENT ERECTION & INSTALLATION ONBOARD ASW SWC VESSELS
BY524 & BY 525

PART A (ZONE 1)

SL No.	Machinery Items	Equipment Weight (Kg) (A)	Rate for equipment erection and installation per Kg in INR (B)	Rate for equipment erection and installation per vessel (INR) (C=A*B)
1	ME Silencer	2075		
2	ME Silencer	2075		
3	DG Silencer	200		
4	DG Silencer	200		
5	BILGE/SALVAGE PUMP 2	749		
6	BALLAST PUMP 2	95		
7	Sea water/ Fire Pump 3	953		
8	FO TRANSFER PUMP 1	118		
9	FO TRANSFER PUMP 2	118		
10	LO TRANSFER PUMP 1	70		
11	LO TRANSFER PUMP 2	70		
12	HP COMPRESSORS 1	2325.75		
13	HP RESERVOIR 1	300		
14	HP RESERVOIR 2	300		
15	LP RESERVOIR	50		
16	FUEL OIL PURIFIERS 1	550		



17	EMERGENCY DG	750		
18	BALLAST PUMP 1	95		
19	Sea water/ Fire Pump 2	953		
20	F.W.Transfer Pump	74		
21	F.W.Transfer Pump	74		
22	Seawater pump for RO Plant	25		
23	Seawater pump for RO Plant	25		
24	SLUDGE OIL PUMP	360		
25	BASCCA Charging Compressor	185		
26	FRESH WATER GENERATOR-RO PLANT 1 WITH SAND FILTER	1050		
27	FRESH WATER GENERATOR-RO PLANT 2 WITH SAND FILTER	1050		
28	HOT WATER CALORIFIER 1	40		
29	HOT WATER CALORIFIER 2	40		
30	AIR CONDITIONING PLANT 1	3740		
31	FWD ENGINE RM. FORCED EXHAUST	405		
32	FWD ENGINE RM. FORCED SUPPLY	405		
33	AUXILLARY EQUIPMENT ROOM 1 SUPPLY FAN	80		
34	AUXILLARY EQUIPMENT ROOM 1 EXHAUST FAN	115		
35	FWD Engine Room Cooler No.1	340		
36	FWD Engine Room Cooler No.2	340		
37	Auxiliary Equipment room 1 SW Cooler	91.3		
38	FIRE FIGHTING SYSTEM (NOVEC 1230)	4300		



39	Sea water pump for ER coolers	212		
40	AC CHILLED WATER PUMP 1	289		
41	WORK SHOP EQUIPMENTS Bench drilling machine Grinding Machine Work bench with vice Tools and measuring instruments	400		
42	IRSS for ME 1	360		
43	IRSS for ME 2	360		
44	IRSS for GE 1	60		
45	IRSS for GE 2	60		
46	Sub Total for 1 vessel Excluding GST(Sum Sl No 1 to 45)			
47	GST..... HSN Code.....			
48	Total for 1 vessel including GST (Sl No 46 + 47)			
Grand Total for 2 vessels including GST (Sl No 48*2)				

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

NOTE:

- Price basis: For Destination (at CSL).
- L1 will be determined based on Sub total Amount Sl. No. (1 to 45) excluding GST.
- GST as per the prevailing rate will be paid.
- L1 declaration will be based on the price bid verification by CSL finance dept as per the calculation specified.
- The LI bidders will be awarded the Part A of the Equipment Erection & Installation works onboard ASW SWC (BY 524 & BY 525) Zone 1.
- There may be variation in the weight of equipments mentioned in Appendix B. The contractor shall absorb +/- 10% variation in the weight of the equipment without any additional charges. However any changes over and above the mentioned variation, then the rate will be calculated as per actual.



G. Unit rate quoted should include labour charge, handling charge, Equipments, Tools & tackles, consumable charges and any other cost included for the satisfactory completion of all works as per drawings and scope of work mentioned at Annex-III.

Signature of Contractor/authorized signature
of firm or agency:

Name of contractor or authorized signatory
of firm/agency:

Designation:

Address:

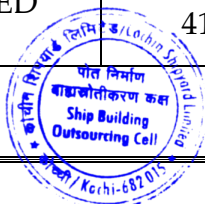
Contact No:



मूल्य बोली प्रारूप / PRICE BID FORMAT

PART-B (ZONE 2)

SL No.	Machinery Items	Equipment Weight (Kg) (A)	Rate for equipment erection and installation per Kg in INR (B)	Rate for equipment erection and installation per vessel (INR) (C=A*B)
1	ME Silencer	2075		
2	DG Silencer	200		
3	DG Silencer	200		
4	BILGE/SALVAGE PUMP 3	749		
5	SEA WATER/ FIRE PUMP 4	953		
6	Oily Bilge pump	260		
7	Seawater pump for STP	22		
8	HP COMPRESSORS 2	2325.75		
9	EMERGENCY HP AIR COMPRESSOR (Diesel Driven)	1029		
10	HP RESERVOIR 3	300		
11	HP RESERVOIR 4	300		
12	HP RESERVOIR 5	300		
13	FUEL OIL PURIFIERS 2	550		
14	OILY WATER SEPARATOR	310		
15	SEWAGE TREATMENT PLANT	1820		
16	VACCUM UNIT	390.9		
17	AC SEA WATER COOLING PUMP 3	200		
18	AFT ENGINE RM. FORCED EXHAUST	418		



19	AFT ENGINE RM. FORCED SUPPLY	418		
20	AUXILLARY EQUIPMENT ROOM 2 SUPPLY FAN	418		
21	AUXILLARY EQUIPMENT ROOM 2 EXHAUST FAN	418		
22	STP ROOM SUPPLY FAN	45		
23	STP ROOM EXHAUST FAN	46		
24	AFT Engine Room Cooler No.1	225		
25	AFT Engine Room Cooler No.2	225		
26	Auxiliary Equipment room 2 SW Cooler	91.3		
27	HOT WATER CIRCULATING PUMP 1	62		
28	FW HYDROPHORE PUMP 1	158		
29	FW HYDROPHORE PUMP 2	158		
30	SHOWER BILGE PUMP 1	137.5		
31	Sea water pump for ER coolers	212		
32	HOT WATER CALORIFIER 3	40		
33	HOT WATER CALORIFIER 4	40		
34	AIR CONDITIONING PLANT 2	3740		
35	AIR CONDITIONING PLANT 3	3740		
36	AC CHILLED WATER PUMP 2	289		
37	AC CHILLED WATER PUMP 3	289		
38	Sub Total for 1 vessel Excluding GST(Sum SI No 1 to 37)			
39	GST..... HSN Code.....			
40	Total for 1 vessel including GST (SI No 38 + 39)			
Grand Total for 2 vessels including GST (SI No 40*2)				

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

NOTE:

- A. Price basis: For Destination (at CSL).
- B. L1 will be determined based on Sub total Amount Sl. No. (1 to 37) excluding GST.
- C. GST as per the prevailing rate will be paid.
- D. L1 declaration will be based on the price bid verification by CSL finance dept as per the calculation specified.
- E. The LI bidders will be awarded the Part B of Equipment Erection & Installation works onboard ASW SWC (BY 524 & BY 525) Zone 2.
- F. There may be variation in the weight of equipments mentioned in Appendix B. The contractor shall absorb +/- 10% variation in the weight of the equipment without any additional charges. However any changes over and above the mentioned variation, then the rate will be calculated as per actual.
- G. **Unit rate quoted should include** labour charge, handling charge, Equipments, Tools & tackles, consumable charges and any other cost included for the satisfactory completion of all works as per drawings and scope of work mentioned at Annex-III.

Signature of Contractor/authorized signature
of firm or agency:

Name of contractor or authorized signatory of
firm/agency:

Designation:

Address:

Contact No:



मूल्य बोली प्रारूप / PRICE BID FORMAT

PART-C (ZONE 3)

SL No.	Machinery Items	Equipment Weight (Kg) (A)	Rate for equipment erection and installation per Kg in INR (B)	Rate for equipment erection and installation per vessel (INR) (C=A*B)
1	REFRIGERATION PLANT ROOM SUPPLY FAN	80		
2	REFRIGERATION PLANT ROOM EXHAUST FAN	115		
3	SEA WATER COOLER FOR WATER JET COMPARTMENT	225		
4	Refrigeration Plant Room SW Cooler	92		
5	BILGE/SALVAGE PUMP 1	749		
6	SEA WATER/ FIRE PUMP 1	953		
7	SEA WATER PUMP FOR PROVISION REFRIGERATION PLANT ROOM 1	45		
8	SEA WATER PUMP FOR PROVISION REFRIGERATION PLANT ROOM 2	45		
9	PROVISION REFRIGERATING PLANT 1	900		
10	PROVISION REFRIGERATING PLANT 2	900		
11	AC SEA WATER COOLING PUMP 1	200		
12	AC SEA WATER COOLING PUMP 2	200		
13	IRSS for ME 3	360		
14	IRSS for GE 3	60		
15	BASCCA Charging Panel	564		



16	Sub Total for 1 vessel Excluding GST(Sum Sl No 1 to 15)	
17	GST..... HSN Code.....	
18	Total for 1 vessel including GST (Sl No 16 + 17)	
Grand Total for 2 vessels including GST (Sl No 18*2)		

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

NOTE:

- Price basis: For Destination (at CSL).
- L1 will be determined based on Sub total Amount Sl. No. (1 to 15) excluding GST.
- GST as per the prevailing rate will be paid.
- L1 declaration will be based on the price bid verification by CSL finance dept as per the calculation specified.
- The LI bidders will be awarded the Part C of Equipment Erection & Installation works onboard ASW SWC (BY 524 & BY 525) Zone 3.
- There may be variation in the weight of equipments mentioned in Appendix B. The contractor shall absorb +/- 10% variation in the weight of the equipment without any additional charges. However any changes over and above the mentioned variation, then the rate will be calculated as per actual.
- Unit rate quoted should include** labour charge, handling charge, Equipments, Tools & tackles, consumable charges and any other cost included for the satisfactory completion of all works as per drawings and scope of work mentioned at Annex-III.

Signature of Contractor/authorized signature
of firm or agency:
Name of contractor or authorized signatory of
firm/agency:
Designation:
Address:
Contact No:



ANNEXURE-VI

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED SBOC DEPARTMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, on one hand, the President of India acting through Deputy General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and

M/s..... represented by Shri..... Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

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

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

NOW, THEREFORE,

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

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in Conformity with the defined specifications by avoiding the high cost and the distortionary impact of Corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the Contract by providing



assurance to them that their competitors will also abstain from bribing d Other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, b 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

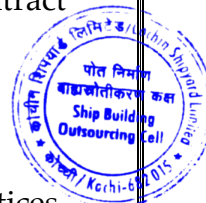
- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage 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. B
- 2.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediaries, in connection with this bid/contract and the payments have to be in Indian Rupees only.
- 2.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the Officers of the PRINCIPAL, or alternatively, if any relative of an Officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

3. PREVIOUS TRANSGRESSION

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. EARNEST MONEY (SECURITY DEPOSIT)

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

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

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

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

- 4.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision



by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

5. SANCTIONS FOR VIOLATIONS

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

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

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

5.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 5.1(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) Mr. Om Prakash Singh, IPS (Retd.),
Flat No. D-801, Prateek Stylome,
Sector-45, Noida,
Uttar Pradesh - 201301
Mob: 9818564455
Email I: Ops2020@rediffmail.com
- ii) 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.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 7.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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



11. VALIDITY

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

PRINCIPAL

Name of the Officer
Designation
Dept/MINISTRY /PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....

2.....

Witness

1.....

2.....

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



APPENDIX-A

PERFORMANCE EVALUATION FORM

	Evaluation Grade Points Awarded (Grade Points X Weightage)					
Parameters	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 (sum of points in each grade)	20					

Grand total of grade points awarded
(Max 100)

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.
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



APPENDIX-B

WEIGHT ESTIMATION

ASW SWC - LIGHTSHIP WEIGHT ESTIMATION

SL No.	COMPARTMENT NAME	DECK	RING	Machinery Items	Equipment (Kg)	Zone
1	FWD ENGINE ROOM	4	G	ME Silencer	2075	Zone 1
2	FWD ENGINE ROOM	4	G	ME Silencer	2075	Zone 1
3	FWD ENGINE ROOM	4	G	DG Silencer	200	Zone 1
4	FWD ENGINE ROOM	4	G	DG Silencer	200	Zone 1
5	FWD ENGINE ROOM	4	G	BILGE/SALVAGE PUMP 2	749	Zone 1
6	FWD ENGINE ROOM	4	G	BALLAST PUMP 2	95	Zone 1
7	FWD ENGINE ROOM	4	G	Sea water/ Fire Pump 3	953	Zone 1
8	FWD ENGINE ROOM	4	G	FO TRANSFER PUMP 1	118	Zone 1
9	FWD ENGINE ROOM	4	G	FO TRANSFER PUMP 2	118	Zone 1
10	FWD ENGINE ROOM	4	G	LO TRANSFER PUMP 1	70	Zone 1
11	FWD ENGINE ROOM	4	G	LO TRANSFER PUMP 2	70	Zone 1
12	FWD ENGINE ROOM	4	G	HP COMPRESSORS 1	2325.75	Zone 1
13	FWD ENGINE ROOM	4	G	HP RESERVOIR 1	300	Zone 1
14	FWD ENGINE ROOM	4	G	HP RESERVOIR 2	300	Zone 1

15	FWD ENGINE ROOM	4	G	LP RESERVOIR	50	Zone 1
16	FWD ENGINE ROOM	4	G	FUEL OIL PURIFIERS 1	550	Zone 1
17	EMERGENCY GENERATOR ROOM 01GA2	01	G	EMERGENCY DG	750	Zone 1
18	AFT ENGINE ROOM	4	H	ME Silencer	2075	Zone 2
19	AFT ENGINE ROOM	4	H	DG Silencer	200	Zone 2
20	AFT ENGINE ROOM	4	H	DG Silencer	200	Zone 2
21	AFT ENGINE ROOM	4	H	BILGE/SALVAGE PUMP 3	749	Zone 2
22	AFT ENGINE ROOM	4	H	SEA WATER/ FIRE PUMP 4	953	Zone 2
23	AUXILIARY EQUIPMENT ROOM NO.1	4	E	BALLAST PUMP 1	95	Zone 1
24	AUXILIARY EQUIPMENT ROOM NO.1	4	E	Sea water/ Fire Pump 2	953	Zone 1
25	AUXILIARY EQUIPMENT ROOM NO.1	4	E	F.W.Transfer Pump	74	Zone 1
26	AUXILIARY EQUIPMENT ROOM NO.1	4	E	F.W.Transfer Pump	74	Zone 1
27	AFT ENGINE ROOM	4	H	Oily Bilge pump	260	Zone 2
28	AUXILIARY EQUIPMENT ROOM NO.1	4	E	Seawater pump for RO Plant	25	Zone 1
29	AUXILIARY EQUIPMENT ROOM NO.1	4	E	Seawater pump for RO Plant	25	Zone 1

30	STP ROOM	4	E	Seawater pump for STP	22	Zone 2
31	FWD ENGINE ROOM	3	G	SLUDGE OIL PUMP	360	Zone 1
32	AFT ENGINE ROOM	4	H	HP COMPRESSORS 2	2325.75	Zone 2
33	AFT ENGINE ROOM	4	H	EMERGENCY HP AIR COMPRESSOR (Diesel Driven)	1029	Zone 2
34	FWD ENGINE ROOM	4	G	BASCCA Charging Compressor	185	Zone 1
35	AFT ENGINE ROOM	4	H	HP RESERVOIR 3	300	Zone 2
36	AFT ENGINE ROOM	4	H	HP RESERVOIR 4	300	Zone 2
37	AFT ENGINE ROOM	4	H	HP RESERVOIR 5	300	Zone 2
38	AFT ENGINE ROOM	4	H	FUEL OIL PURIFIERS 2	550	Zone 2
39	AFT ENGINE ROOM	4	H	OILY WATER SEPARATOR	310	Zone 2
40	AUXILIARY EQUIPMENT ROOM NO.1	4	E	FRESH WATER GENERATOR-RO PLANT 1 WITH SAND FILTER	1050	Zone 1
41	AUXILIARY EQUIPMENT ROOM NO.1	4	E	FRESH WATER GENERATOR-RO PLANT 2 WITH SAND FILTER	1050	Zone 1
42	STP ROOM	4	E	SEWAGE TREATMENT PLANT	1820	Zone 2
43	STP ROOM	4	E	VACCUM UNIT	390.9	Zone 2
44	AUXILIARY EQUIPMENT ROOM NO.1	4	E	HOT WATER CALORIFIER 1	40	Zone 1
45	AUXILIARY EQUIPMENT ROOM NO.1	4	E	HOT WATER CALORIFIER 2	40	Zone 1

46	AUXILIARY EQUIPMENT ROOM NO.1	4	E	AIR CONDITIONING PLANT 1	3740	Zone 1
47	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AC SEA WATER COOLING PUMP 3	200	Zone 2
48	FUNNEL	1	G	FWD ENGINE RM. FORCED EXHAUST	405	Zone 1
49	FUNNEL	1	G	FWD ENGINE RM. FORCED SUPPLY	405	Zone 1
50	FUNNEL	1	H	AFT ENGINE RM. FORCED EXHAUST	418	Zone 2
51	FUNNEL	1	H	AFT ENGINE RM. FORCED SUPPLY	418	Zone 2
52	AUXILIARY EQUIPMENT ROOM NO.1	4	E	AUXILLARY EQUIPMENT ROOM 1 SUPPLY FAN	80	Zone 1
53	AUXILIARY EQUIPMENT ROOM NO.1	4	E	AUXILLARY EQUIPMENT ROOM 1 EXHAUST FAN	115	Zone 1
54	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AUXILLARY EQUIPMENT ROOM 2 SUPPLY FAN	418	Zone 2
55	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AUXILLARY EQUIPMENT ROOM 2 EXHAUST FAN	418	Zone 2
56	REF PLANT ROOM	4	D	REFRIGERATION PLANT ROOM SUPPLY FAN	80	Zone 3
57	REF PLANT ROOM	4	D	REFRIGERATION PLANT ROOM EXHAUST FAN	115	Zone 3
58	STP ROOM	4	E	STP ROOM SUPPLY FAN	45	Zone 2
59	STP ROOM	4	E	STP ROOM EXHAUST FAN	46	Zone 2

60	FWD ENGINE ROOM	4	G	FWD Engine Room Cooler No.1	340	Zone 1
61	FWD ENGINE ROOM	4	G	FWD Engine Room Cooler No.2	340	Zone 1
62	AFT ENGINE ROOM	4	H	AFT Engine Room Cooler No.1	225	Zone 2
63	AFT ENGINE ROOM	4	H	AFT Engine Room Cooler No.2	225	Zone 2
64	WATERJET COMPARTMENT	1	J	SEA WATER COOLER FOR WATER JET COMPARTMENT	225	Zone 3
65	AUXILIARY EQUIPMENT ROOM NO.1	4	E	Auxiliary Equipment room 1 SW Cooler	91.3	Zone 1
66	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	Auxiliary Equipment room 2 SW Cooler	91.3	Zone 2
67	REF PLANT ROOM	4	D	Refrigeration Plant Room SW Cooler	92	Zone 3
68	NOVEC 1230/CO2 ROOM	1	G	FIRE FIGHTING SYSTEM (NOVEC 1230)	4300	Zone 1
69	REF PLANT ROOM	4	D	BILGE/SALVAGE PUMP 1	749	Zone 3
70	REF PLANT ROOM	4	D	SEA WATER/ FIRE PUMP 1	953	Zone 3
71	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	HOT WATER CIRCULATING PUMP 1	62	Zone 2
72	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	FW HYDROPHORE PUMP 1	158	Zone 2
73	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	FW HYDROPHORE PUMP 2	158	Zone 2

74	REF PLANT ROOM	4	D	SEA WATER PUMP FOR PROVISION REFRIGERATION PLANT ROOM 1	45	Zone 3
75	REF PLANT ROOM	4	D	SEA WATER PUMP FOR PROVISION REFRIGERATION PLANT ROOM 2	45	Zone 3
76	STP ROOM	4	E	SHOWER BILGE PUMP 1	137.5	Zone 2
77	AFT ENGINE ROOM	3	H	Sea water pump for ER coolers	212	Zone 2
78	FWD ENGINE ROOM	3	G	Sea water pump for ER coolers	212	Zone 1
79	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	HOT WATER CALORIFIER 3	40	Zone 2
80	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	HOT WATER CALORIFIER 4	40	Zone 2
81	REF PLANT ROOM	4	D	PROVISION REFRIGERATING PLANT 1	900	Zone 3
82	REF PLANT ROOM	4	D	PROVISION REFRIGERATING PLANT 2	900	Zone 3
83	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AIR CONDITIONING PLANT 2	3740	Zone 2
84	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AIR CONDITIONING PLANT 3	3740	Zone 2
85	AUXILIARY EQUIPMENT ROOM NO.1	4	E	AC CHILLED WATER PUMP 1	289	Zone 1
86	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AC CHILLED WATER PUMP 2	289	Zone 2

87	AUXILIARY EQUIPMENT ROOM NO. 2	4	F	AC CHILLED WATER PUMP 3	289	Zone 2
88	REF PLANT ROOM	4	D	AC SEA WATER COOLING PUMP 1	200	Zone 3
89	REF PLANT ROOM	4	D	AC SEA WATER COOLING PUMP 2	200	Zone 3
90	ENGINEERING WORKSHOP 1GA4	1	G	WORK SHOP EQUIPMENTS Bench drilling machine Grinding Machine Work bench with vice Tools and measuring instruments	400	Zone 1
91	FUNNEL	1	G	IRSS for ME 1	360	Zone 1
92	FUNNEL	1	G	IRSS for ME 2	360	Zone 1
93	FUNNEL	1	H	IRSS for ME 3	360	Zone 3
94	FUNNEL	1	G	IRSS for GE 1	60	Zone 1
95	FUNNEL	1	G	IRSS for GE 2	60	Zone 1
96	FUNNEL	1	H	IRSS for GE 3	60	Zone 3
97	BASCCA Charging Room	1	F	BASCCA Charging Panel	564	Zone 3