

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

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसिर्सिंग विभाग OUTSOURCING DEPARTMENT



निविदा दस्तावेज़ / TENDER DOCUMENT

TENDER NO. SB-OSD/GEN/840/2024 Dtd 05-02-2024

FABRICATION, HOT-DIP GALVANISING AND DELIVERY OF CARBON STEEL (CLASS III) PIPE SPOOL OF VARIOUS SIZES

FEBRUARY - 2024





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

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसिर्सिंग विभाग

OUTSOURCING DEPARTMENT

SB-OSD/GEN/840/2024

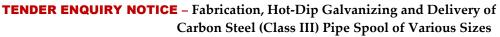
05th February - 2024

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/GEN/840/2024 Dtd 05-02-2024
कार्य का नाम Name of work	Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes
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)	19 th February - 2024 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	13 th February - 2024 at 11.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	19 th February - 2024 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	For Technical queries: Mr. Abhay Pratap Singh Gurjar, DM (Pipe Shop) Mob. No: 7994441148. For Commercial queries: Mr. Adarsh S, AM (Outsourcing Dept) Mob No: 87146 30926





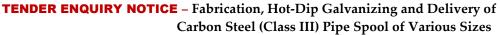


नोट: इस निविदा के खिलाफ उद्धृत करने से पहले, संभावित बोलीदाता से अनुरोध है कि वे निविदा जांच दस्तावेज़ (और अनुलग्नक, यिद कोई हो) को पूरी तरह से और सावधानी से पढ़ लें। निविदा के नियमों और शर्तों में विचलन अत्यिधिक हतोत्साहित किया जाता है। इसलिए, निर्धारित किसी भी नियम और शर्तों, योग्यता मानदंड, ईएमडी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

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

- 1. कोचीन शिपयार्ड लिमिटेड, एक प्रमुख पोत निर्माण और पोत मरम्मत उद्योग और वैश्विक पोत निर्माण के मोर्चे पर विख्यात, इच्छुक, प्रतिष्ठित, संसाधन संपन्न और वित्तीय रूप से सक्षम कंपनियों/ठेकेदारों को एकल चरण दो भाग बोलियों को प्रस्तुत करने हेतु आमंत्रित करता है।
 - Cochin shipyard Limited, a leading Ship Building & ship repair industry and also well known player on the global ship building front, invites interested, reputed, resourceful and financially solvent firms/contractors to submit single stage two part bids for this rate contract.
- 2. निर्धारित प्रपत्र में मुहरबंद प्रतिस्पर्धी निविदाएं निविदा जांच के अनुलग्नक में उल्लिखित नियम और शर्तों के अनुसार होनी चाहिए।
 - The Sealed competitive tenders in the prescribed form should be as per the terms and conditions as mentioned in the annexure to tender enquiry.
- 3. निविदा के कार्यक्षेत्र के विस्तार पर चर्चा करने के लिए निविदा पूर्व बैठक दिनांक 13.02.2024 को सीएसएल के योजना सम्मेलन कक्ष में पूर्वाहन 11.00 बजे से आयोजित की जाएगी। पूर्व निविदा बैठक में भाग लेने के इच्छुक ठेकेदारों को अपने पूर्व निविदा प्रश्नों (यदि कोई हो) को दिनांक 12.02.2024 तक सकारात्मक रूप से सूचित और अग्रेषित करना चाहिए।
 - The pre-bid meeting will be held on 13.02.2024 at CSL from 11.00 Hrs to discuss the detail scope of work and other tender conditions. The Firms / Contractors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by 12.02.2024 positively.





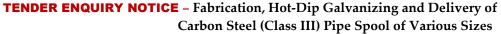


- 4. पूर्व निविदा बैठक में भाग लेने के लिए सूचना और पूछताछ, यदि कोई हो, तो निम्नलिखित मेल आईडी jithu.gl@cochinshipyard.in & adarsh.s@cochinshipyard.in पर समय पर अग्रेषित की जानी चाहिए।
 - Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID: jithu.gl@cochinshipyard.in. & adarsh.s@cochinshipyard.in
- 5. निविदाएं दो बोली प्रणाली में प्रस्तुत की जानी हैं; भाग I: तकनीकी वाणिज्यिक बोली और भाग II: सॉफ्ट कॉपी के रूप में मूल्य बोली और निर्धारित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी के पास पहुंच जानी चाहिए:
 - The tenders are to be submitted in two bid system; **Part I**: **Techno Commercial Bid** and **Part II**: **Price Bid** as Soft copy and should reach the undersigned on or before the date and time as stipulated:

6. MODE OF SUBMISSION OF BIDS

- a. निविदा केवल ई-मेल के माध्यम से सॉफ्ट कॉपी में प्रस्तुत की जानी चाहिए। सीएसएल किसी अन्य प्रकार की निविदा स्वीकार नहीं करेगा।
 - Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender.
- b. ई-मेल के विषय में स्पष्ट रूप से निविदा पूछताछ संख्या और जमा करने की देय तिथि का उल्लेख होना चाहिए। मूल्य बोलियों को पासवर्ड से सुरक्षित किया जाना चाहिए और जब तक मांगा नहीं जाता तब तक पासवर्ड अग्रेषित नहीं किया जाना चाहिए।
 - The subject of the E mail should clearly state the tender enquiry number and due date of submission. Price Bid is to be password protected and password is not to be forwarded unless asked for.
- c. निविदा दस्तावेज़ पीडीएफ प्रारूप में प्रस्तुत किया जाना चाहिए और पीडीएफ प्रारूप से सीधे खोला जा सकता है। उपरोक्त का अनुपालन न करने वाले प्रस्तावों को बिना किसी सूचना के सरसरी तौर पर खारिज कर दिया जाएगा। Tender Documents should be submitted in PDF Format and Directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.
- d. निविदाएं, तकनीकी वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से "SB-OSD/GEN/840/2024" विषय के साथ प्रस्तुत की जाएगी।
 - Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via email , with subject as " SB-OSD/GEN/840/2024" to:
- (i) jithu.gl@cochinshipyard.in
- (ii) adarsh.s@cochinshipyard.in







प्रतिलिपि / Copy to:

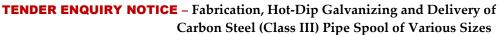
- (iii) madhu.pk@cochinshipyard.in
- (iv) ajithkumar.n@cochinshipyard.in
- 7. बोलियां दिनांक 19 फ़रवरी 2024 को अपराहन 15.00 बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराहन 15.30 बजे खोली जाएगी।
 - The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 19th February 2024 and Part I Techno-Commercial Bid will be opened at 15.30 Hrs on the same day.
- 8. देर से आनेवाली निविदाएं/शर्तों वाली निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी। Late tenders / tenders with conditions will be summarily rejected.
- 9. सीएसएल ई-मेल द्वारा भेजी गई निविदाओं के विलंब, खो जाने या प्राप्त न होने की कोई ज़िम्मेदारी नहीं लेगा। CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.
- 10. मूल्य बोली खोलने के लिए केवल तकनीकी रूप से योग्य बोलियों पर विचार किया जाएगा। तकनीकी पहलुओं और वाणिज्यिक शर्तों दोनों के लिए बोलियों का मूल्यांकन करने के बाद, तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं को भाग-॥
 - Only technically qualified bids will be considered for price bid opening. After evaluating the bids for both technical aspects and commercial terms, the technocommercially qualified bidders will be intimated regarding the date and time of opening of Part II Price Bid.
- 11. केवल तकनीकी वाणिज्यिक बोली खोलने को अनुबंध देने के लिए प्रस्ताव की स्वीकृति के रूप में नहीं माना जा सकता है।
 - Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.
- 12. भाग I (तकनीकी-वाणिज्यिक) बोली के साथ निम्नलिखित प्रस्तुत किया जाएगा:

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

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

 Original tender document duly signed on all pages including Terms & conditions of enquiry, general conditions, technical specification and drawings placed at Annexure I, II, III, IV, V,VI,VII & Appendix- A, B, C & D
- ii. अनुलग्नक IV में तकनीकी वाणिज्यिक जांच सूची पूरी तरह से भरी हुई है और विधिवत हस्ताक्षरित है । विधिवत भरी हुई तकनीकी वाणिज्यिक जांच सूची प्रस्तुत न करने पर बोलियों को अस्वीकार कर दिया जाएगा।







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

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

 Copy of un-priced bid format (price bid WITHOUT prices/numerals)
- iv. निविदा पूछताछ नियम और शर्तों से विचलन/बिहिष्करण की सूची (यदि कोई हो)।

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

13. पूर्व अनुबंध अखंडता संधि / PRE CONTRACT INTEGRITY PACT

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

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

14. एमएसएमई - विशेषाधिकार / MSME-PRIVILEGES

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

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

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

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





16. सीएसएल के पास पूरा ऑर्डर देने या ऑर्डर की मात्रा का कुछ हिस्सा देने या काम को दो या दो से अधिक फर्मों/उपठेकेदारों में विभाजित करने या किसी भी निविदा को स्वीकार या अस्वीकार करने, या निविदा खोलने की तारीख बढ़ाने, और या कुल निविदा प्रक्रिया को रद्द करने और सभी को अस्वीकार करने का अधिकार सुरक्षित है। अनुबंध प्रदान करने से पहले किसी भी समय निविदाएं। सीएसएल प्रभावित फर्म(फर्मों) के प्रति कोई दायित्व नहीं निभाएगा, सीएसएल की कार्रवाई के आधार के बारे में प्रभावित फर्म(फर्मों) को सूचित करने का कोई दायित्व नहीं होगा। बोलीदाताओं से अनुरोध है कि वे नोट करें और तदनुसार बोली लगाएं।

CSL reserves the right to place order whole or part of order quantity or split the work on two or more firms/subcontractors or to accept or reject any tender, or extend the tender opening date, and or to cancel the total tender process and reject all tenders at any time of the contract. CSL will not incur any liability to the affected firm(s), any obligation to inform the affected firm(s) of the grounds for CSL's action. Bidders are requested to note and quote accordingly.

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

Chief 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

FABRICATION, HOT-DIP GALVANISING AND DELIVERY OF CARBON STEEL (CLASS III) PIPE SPOOL OF VARIOUS SIZES

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of **Two year rate contract for** Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes as per the following documents:
- 1.1.1. Cochin Shipyard Ltd Terms and conditions (Annexure I)
- 1.1.2. Cochin Shipyard Ltd General conditions (Annexure II)
- 1.1.3. Enquiry specification (Annexure III)
- 1.2. The scope of work includes Fabrication, Hot-Dip Galvanizing and Delivery of CSL supplied various material pipe/tube spools of various sizes; with the materials / consumables provided by Cochin Shipyard Ltd (CSL) in accordance with the enclosed Specifications and drawings, delivery schedule, CSL Terms and conditions in all respects.
- 1.3. *Bidders* are requested to study the scope of work before submitting their offer. Clarification, if any, required may be obtained from **DM** (**Pipe Shop**) before quoting.

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

The Bidder should qualify the following PQ Criteria:

2.1. **GENERAL**

- 2.1.1. The Bidder shall be a single firm/ Consortium / Joint venture firm having all statutory licenses/ registrations etc. as applicable.
- 2.1.2. In the case of JV, Joint venture Company should meet all PQ criteria as per this tender. Technical/Commercial capacity of each firms who are in JV will not be considered separately. Techno-commercial capacity of JV firm from its date of incorporation only will be considered for determining eligibility.
- 2.1.3. In the case of a consortium, the bidder shall be the lead firm, and they should meet the technical requirements as per clause 2.2.2 and 100% of the financial





- requirements as per PQ criteria. The sole responsibility for contract execution will lie with this firm.
- 2.1.4. 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. The declaration of eligibility at Annexure VII shall be submitted in this regard.

2.2. TECHNICAL EXPERIENCE

- 2.2.1. The Bidder shall be a single firm/ Consortium / Joint venture having experience in Pipe fabrication and Galvanizing of Carbon steel.
- 2.2.2. In case of consortium, lead firm should be in the field of pipe fabrication works. Consortium can be in the field of Galvanizing. Additionally, the bidder should have sufficient facility to fabricate and galvanize at least 20 T of pipe spools/month.
- 2.2.3. The Bidder should have minimum 3 year experience in doing pipe spool fabrication & galvanizing continuously or in fragments, during the past seven (07) years ending on 31st December 2023, as specified below:
 - (i) Three similar completed works costing not less than the amount equal to 1 Crore.

OR

(ii) Two similar completed works costing not less than the amount equal to 1.25 Crore.

OR

- (iii) One similar completed work costing not less than the amount equal to 2 Crore.
- 2.2.4. The relevant experience shall be evaluated on the basis of Eligible work undertaken in India or elsewhere. For a project to qualify as an Eligible Project:
 - (i) The project shall comprise of completed work having comparable nature to that of pipe fabrication & galvanizing / ship pipe repairs or piping on floating marine structures/ engineering industry. If the experience claimed by the bidder is of no relevance with respect to pipe fabrication & galvanizing, then such experience will not be considered for pre-qualification. Decision taken by CSL in this regard will be final.





- (ii) Bidder should have sufficient covered space and handling equipment's to undertake the work for fabrication and storage as per CSL scheduled requirements.
- (iii) Bidder should have the facility to galvanize 6 meter length pipes and up to 250 NB size pipes with flanges and elbows.
- (iv) The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to CSL in support of its claim of experience.
- (v) Bidder should provide the detailed execution plan of Hot-Dip galvanizing, such as where Hot Dip Galvanizing being carried out. Galvanizing unit capacity, present load, undertaking to carry out the work as per this tender also to be produced along with the tender.
- 2.2.5. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipment's & facilities, fabrication records, Work experience of similar job, etc. The firm has to submit the documents which validate the above mentioned Clause 2.2.1 2.2.4 requirements.
- 2.2.6. The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.
- 2.2.7. CSL reserves the right to visit your work site on short notice, demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

2.3. **FINANCIAL CAPABILITY**

- 2.3.1. The bidder shall have an average annual financial turnover of **Rs. 1.75 Crore** during the last three years ending on 31st March 2023.
- 2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its positive net worth, turnover and profit during the past three years. Certificate shall be as per the format placed at Appendix B.
- 2.3.3. The applicant shall furnish a positive net worth certificate (from Chartered Accountant), to the effect that the tenderer is financially sound and has sufficient





resources for security deposit / retention money and for executing the work as per schedule.

2.4. OTHER CONDITIONS:

- 2.4.1. The bidder should have qualified welders having relevant WPS approved by classification societies.
- 2.4.2. The bidder's team shall include a qualified piping engineer having minimum 03 years post qualification experience in pipe fabrication / ship pipe repairs or piping on floating marine structures. Details of qualification & experience (CV) shall be submitted along with the offer.
- 2.4.3. The bidder shall have a qualified QA / QC team / department with relevant procedures for ensuring quality. Details of structure and strength of QA / QC team shall be submitted.
- 2.4.4. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.
- 2.4.5. If the bidding firm is in consortium with other firm (Consortium agreement placed at Appendix B to be duly signed by both firms
- 2.4.6. Bidder should submit duly signed compliance matrix placed at Appendix A for technical deviation/queries if any along with the offer.
- 2.4.7. If required, the documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.
- 2.4.8. Right to Verification: CSL has the right to verify the authenticity of bidder/documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

3. 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. Contract will be concluded with the Bidder qualifying to techno-commercial conditions and emerging as L1 and bidder willing to match with L1 rate.
- 4.2. Considering the quantum of work and also considering project time-lines, CSL reserves the right to split order at L1 rate as per clause 4.3 4.6 below÷
- 4.3. The work corresponding to 40% of total pipe spool per month (Based on CSL production schedule for the proposed year) is assured for L1 bidder. Balance 60% will be equally awarded to other three bidders who is willing to match the L1 rate. Selection of this bidder will be in the sequence of ascending order of lowest rate quoted (L2, L3, L4....). However considering practicality in allotment slight deviation in the percentage allotment can be expected.
- 4.4. In case, if two bidders are willing to match the L1 rate, 40% of scheduled quantity per month is assured L1 bidder. Balance 60% will be equally awarded to other two bidders who is willing to match the L1 rate.
- 4.5. If only one firm is willing to match L1 rate, the work distribution will be in the order of 60% of scheduled quantity per month for L1 firm and balance 40% will be awarded to L1 rate matching firm.
- 4.6. In case, if no other bidder is willing to match the L1 rate, 60% of scheduled quantity per month is assured L1 bidder. For the balance quantity, CSL reserves the right to place order in part/ full on L1 firm or retender the requirement depending upon project schedule, priorities, etc. The decision on the same will be taken based on verification of the performance, financial capabilities, etc of L1 firm. CSL's decision in this regard will be final and legally binding on the bidders.
- 4.7. CSL reserves right to reduce/ increase the percentage work based on the performance of work undertaking firms at site.
- 4.8. CSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based on CSL requirement. The decision of CSL regarding the same shall be final and conclusive.

5. कार्य की मात्रा / QUANTUM OF WORK

5.1. The quantum of work proposed to be offloaded under this contract for two year based on the load in CSL. Indicative maximum load per month is 5000 pipe spools. However, load may vary according to the order book position of CSL.





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

- 6.1. Entire work as per Work order must be completed within the time line as per CSL load conditions. As a benchmark 750 No of pipe spools would be expected to be fabricated per week.
- 6.2. Bidder should be ready to work in tight schedule as per CSL's requirement/instruction of officer-in-charge.
- 6.3. The materials taken out from CSL should be delivered back as finished product within 14 to 30 days from the date of receipt of material based on lot size taken from CSL.
- 6.4. Successful bidder should depute a team at least for a week to learn the CSL fabrication drawings terminology before undertaking fabrication works.

7. कार्य प्रक्रिया / WORK PROCEDURE

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

8. अनुबंध की वैधता / VALIDITY OF CONTRACT

- 8.1. The contract shall be valid for a period of two year (24 months). However, the period of contract may be further extended to one year with the same rate and conditions on mutual agreement based on the awarded work performance of the firms.
- 8.2. 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.





9. निरीक्षण / INSPECTION

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

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

10.1. Technical Bid (Part –I)

- 10.1.1. The following shall be submitted along with technical Bid, failing which the bid may be summarily rejected:-
- 10.1.2. The technical bid as specified in the scope of work (Annexure III) duly signed shall be submitted along with the offer
- 10.1.2.1.Original tender document general Terms & conditions and technical specifications placed at Annexure I, II & III duly signed on all pages.
- 10.1.2.2. The commercial Check List at Annexure IV filled up completely and duly signed
- 10.1.2.3. Copy of un-priced bid format of each category of works at Annexure V.
- 10.1.2.4.As per Govt. of India guidelines, Integrity pact (IP) should be signed for all contracts above Rs. One Crore. Accordingly IP should be signed and forwarded along with the offer.
- 10.1.2.5. The declaration of eligibility at Annexure VII
- 10.1.2.6. All other documents relevant to this tender.
- 10.1.3. The non-submission of duly filled commercial checklist will lead to the rejection of the bids.

10.2. Price Bid (Part-II)

- 10.2.1. The bid shall be comprehensive of the nature of Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool and shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III and other terms & conditions of this tender.
- 10.2.2. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.





- 10.2.3. The price bid shall be all inclusive of scope of contractor on 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.
- 10.2.4. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V to the enquiry. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid. L1 will be determined based on Sub total amount.
- 10.2.5. Rates of individual line items for the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items of other bidders.
- 10.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.
- 10.2.7. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

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

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

12. <u>कर / TAXES</u>

- 12.1. GST shall be applicable extra on the prescribed work. Bidders should indicate the applicable GST percentage and HSN code of the category in the offer. Bidders are also requested to furnish the following details in the invoice/Bill.
- 12.1.1. Applicable rate of GST/SAC Code
- 12.1.2. Firms GST Reg. NO
- 12.1.3. Service accounting code (SAC) as prescribed by statutory authorities.
- 12.1.4. GST Reg. No. of Cochin Shipyard Ltd (32AAACC6905B1ZD).
- 12.2. Any new tax/duty that may be made effective by the government for this work and paid by the contractor shall be reimbursed on production of documentary evidence.





13. भुगतान की शर्तें / PAYMENT TERMS

- 13.1. Payment will be made on pro-rata basis for completed works on certification by the officer-in-charge.
- 13.2. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.
- 13.3. An invoice upload facility by vendor is established through the Vendor Invoice Management (VIM) Portal is currently available for supply as well as service vendors including subcontractors so as to facilitate transparency and timely payment. The portal can be accessed at: https://apps.cochinshipyard.in:446/vim/Home.jsp
- 13.4. The same can also be accessed via Cochin Shipyard Website (https://cochinshipyard.in) as below;
- 13.5. Path: Cochin Shipyard Website --> Related Links --> Vendor Payment Info
- 13.6. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices value above 10 Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.
- 13.7. Service Acknowledge Number (SAN) to be obtained from the Executing Officer at the time of certification of Work Completion Certificate (WCC) for the above process.
- 13.8. The invoice can be tracked using the generated Invoice Tracking Number till the payment.
- 13.9. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.

14. प्रतिभूति जमा / SECURITY DEPOSIT

14.1. The successful tenderer shall remit **Rs.** 6,00,000.00 (6 Lakhs) as security deposit within 15 days of receipt of the work order. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of CSL) from any of the nationalized banks/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract. The Security Deposit will not bear any interest.





15. निष्पादन गारंटी / PERFORMANCE GUARANTEE

- 15.1. The complete work carried out by the contractor shall be guaranteed for performance security/forfeiture of work and/or performance of work and/or poor workmanship for a period of 01 year from the date of completion of work. Any damage or failure due to defects in execution of the work for a period of 01 year from the date of completion of work, 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.
- 15.2. Towards this, a performance guarantee equivalent to **Rs.** 6,00,000.00 (6 Lakhs) to be furnished by the contractor before the submission of first invoice, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank / Scheduled Indian Bank valid till the expiry of the guarantee period. (Payment will be released only on submission of PBG)
- 15.3. PBG will be returned to the Contractor after 01 year from the date expire of contract on certification of nil liability to CSL by Officer-in charge.
- 15.4. Performance Guarantee is applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause.

16. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES

16.1. The progress of work will be monitored against the mutually agreed detailed schedule referred in clause. Liquidated damages for delays in execution of the work envisaged as per this order, for any reason other than force majeure conditions, will be recovered at the rate of one percent (1%) of the total contract value of delayed work per week or part thereof, subject to a maximum of ten (10) percent of the basic value of the delayed work.

17. सीएसएल द्वारा जारी सामग्री के ललए बैंक गारंटी / BANK GUARANTEE FOR THE MATRIAL ISSUED BY CSL

17.1. The Successful Contractor should furnish a Fixed Deposit/Bank Guarantee for the value of the material taken out from CSL in the approved format of CSL from any of the nationalized banks/ Scheduled Indian Bank valid till the acceptance of finished items at CSL. Approximate value of Bank Guarantee to be furnished will be around Rs. 5,00,000.00 (5 lakhs), assuming material taken out is around 35 Tonne per trip.





This revolving bank guarantee taken for a period, say one year, which need to be extended for one more year, if the contract is extended.

- 17.2. The Fixed Deposit/Bank Guarantee will not bear any interest.
- 17.3. In the case of split order, the BG amount will be calculated proportionally based on material taken out of CSL.

18. ट्रांसलेट बीमा / TRANSIT INSURANCE

18.1. All material dispatched from CSL to the contractor shall be insured by CSL for Transit risk to full value under "All risk Insurance cover" till the dispatched materials are returned to CSL.

19. <u>आदेश रद्द करना और जोखिम अनुबंध / CANCELLATION OF ORDER AND RISK</u> <u>CONTRACTING</u>

- 19.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond the agreed schedule, CSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.
- 19.2. In addition to above tender holiday will be imposed against the firm as per discretion of CSL.

20. अप्रत्याशित घटना / FORCE MAJEURE

- 20.1. 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.
- 20.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15days from the date of occurrence / cessation.





21. **मध्यस्थता / ARBITRATION**

- 21.1. 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.
- 21.2. 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 form 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.
- 21.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.

22. क्षेत्राधिकार / JURISDICTION

22.1. 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.





23. गोपनीयता खंड / SECRECY CLAUSE

- 23.1. 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.
- 23.2. All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.
- 23.3. 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.
- 23.4. SECRECY, Titles: Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of CSL country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the CSL and upon execution of confidentiality agreements satisfactory to the CSL with such third parties prior to disclosure.

24. बाहरी विक्रेताओं के लिए स्वास्थ्य, सुरक्षा और पर्यावरण अनुबंध दिशानिर्देश/ HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR EXTERNAL VENDORS

- 24.1. CSL is committed to provide safe and healthy working environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.
- 24.2. Some of the manufacturing activities are carried out by external vendors outside the CSL Campus to meet our business requirements. This guide is prepared to facilitate a safe work environment during the execution of such jobs by the vendors happening outside the CSL campus.
- 24.3. CSL shall exercise the controls to ensure the basic requirements of HSE Management System are met by the external vendors at their work sites. This guide is prepared to facilitate safe work environment during execution of such contract works. The





- General HSE guide lines are given below for compliance at their work site.
- 24.4. The External vendors shall ensure the following at their work place:-
- 24.5. Safety procedures to be followed in their process to be prepared and are vetted by CSL. The safety procedures are to be communicated to all concerned workmen.
- 24.6. List of PPEs for the various activities are defined and PPEs are being used by employees.
- 24.7. Competence levels of the workmen to be assigned for the various categories of work are defined and only competent / trained employees are employed. Key list of personnel to be available at the shop floor to monitor the same.
- 24.8. First Aid Boxes with adequate medicines are available and at least one first aid trained person is available in the unit during all working hours.
- 24.9. Adequate fire fighting equipment's are available and are periodically tested. Employees are trained to use the fire fighting equipment's.
- 24.10. Adequate ventilation and lighting is provided in the unit.
- 24.11. Housekeeping and waste disposal are given due attention always.
- 24.12. Walkways are always clear at all times.
- 24.13. Safety audit along with CSL safety officer is carried out once in 12 months as per the audit plan and corrective/preventive actions are completed at the earliest.
- 24.14. All statutory regulations are complied with (Factories Act & rules, IE Rules, and Pollution Control etc) and records are to be made available.
- 24.15. Ensure all lifting equipment's /pressure vessels are tested every year by external party and all hand tools by internal party
- 24.16. External vendors certified OHSAS 18001 / ISO 45001 are required to submit their valid certification to CSL and the above requirements are not applicable.
- 24.17. HSE Plan to be submitted to S&F Dept while commencing the work in CSL and shall be resubmitted in every year.

25. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS

- 25.1. 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.)
- 25.2. All terms and conditions, other than those mentioned above, contained in the Enquiry specification and drawings (Annexure I), Cochin Shipyard Ltd General



Cochin Shipyard Ltd



TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

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

25.3. CSL reserves the right to reject any or all bids without assigning any reasons whatsoever and or based on the past unsatisfactory performance by the bidders at CSL/other PSE's/Government Departments. After issuing the work order, CSL reserves the right to terminate the contractor if the performance of the contractor is not found satisfactory. The decision of CSL regarding the same shall be final and conclusive.

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





ANNEXURE-II

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED कोच्ची / KOCHI-682015

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT सामान्य शर्तें / GENERAL CONDITIONS

सामान्य शर्ते / GENERAL CONDITIONS

- a) The complete work to be carried out with the highest degree of workmanship under the guidance of CSL, Classification Society/ Ship owner, or any other agency nominated by the Shipyard (when specifically indicated in the technical specifications).
- b) Quality of workmanship shall conform to the specification/ standards laid down by CSL
- 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) 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.
- f) 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
- 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) Contractor should strictly comply with the welding specification as mentioned in the drawing.
- i) 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 Execution officer of CSL. The job should be completed at the time specified by the contract depending on the loaded quantity.
- j) 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.
- k) Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.
- 1) 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.
- m) The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- n) 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.
- o) Chief General Manager (SB) or his authorized representative will be the Officer-in-Charge of this Contract.
- p) 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.
- q) Subcontracting to other contractors shall be only after written intimation and approval of competent CSL authorities. Contractor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Contractor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.





- The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Contractor shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
- s) 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.
- t) Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
- u) 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

FABRICATION, HOT-DIP GALVANISING AND DELIVERY OF CARBON STEEL (CLASS III) PIPE SPOOL OF VARIOUS SIZES

1 INTRODUCTION

This scope of work pertains to Fabrication, Hot-Dip Galvanizing and Delivery of CSL supplied Class-III Carbon Steel pipe spools of various sizes, at Cochin Shipyard.

2 TYPE OF PIPES

The following are the pipe/tubes generally used:

- a) Carbon Steel Pipe of Material as per ASTM A53 Gr.B /ASTM A106 Gr.B and Dimension As per ASME B36.1
- b) Pipe sizes and approximate quantity is given below. Required pipes are generally comes under Schedule 40 & Schedule 80 thicknesses.

Sl. No.	Pipe size (NB) (mm)	Expected quantity (Percent)
1	15 to 25	20
2	32	10
3	40	15
4	50	15
5	65	10
6	80	7
7	100	7
8	125	5
9	150	5
10	200	5
11	250	1





- c) Total 5000 pipe spools per month including all sizes.
- d) Expected quantity of Schedule 40 & Schedule 80 pipes are 70 % and 30 % respectively for the total quantity of pipe in each size.
- e) Expected quantity of Galvanizing required is 60% of total pipe spools
- f) The bidders may please refer standards to obtain complete details like size (NB and OD, thickness), Materials spec etc.
- g) Average weight of each pipe spool is 15-20 Kg

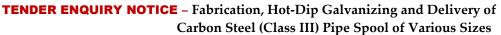
3 SCOPE OF WORK

The following shall be the scope of Bidder. The contractor shall be responsible to CSL for the following: -

Manufacture, Galvanizing (if required) and supply of carbon steel pipe spools based on drawings, Bill of Materials and pipe, flange/ plates for flanges, sleeves, etc, provided by CSL. Fabrication and sand blasting, pickling, passivation as part of galvazinzation, galvanizing and transportation till Cochin Shipyard premises in Cochin. Scope of work shall be summarized as follows:

- a) Collection of materials from CSL stores based on Bill of Material. Transportation to contractors works.
- b) Marking, Cutting, machining and preparation of flanges if required for the fabrication of pipe spools.
- c) Pipes which require Hot Dip Galvanizing process shall undergo Sand blasting pickling and galvanizing (85-120 microns). (Expected quantity of Galvanizing required is 60% of total pipe spools)
- d) Fabrication of the pipe spools (as per relevant CLASS rules and piping standards indicated by CSL for each lot). IACS approved weld consumables should be used. Weld Work shop should get class approvals prior to commencement of fabrication works.
- e) Punching of pipes with MLF/ Pipe spool numbers, paint code, ship number etc. as indicated by CSL in the drawings.
- f) Proper end caps to be fitted at the open end of pipe spools after fabrication and also ensure end caps to be present while delivery.
- g) Transportation and delivery of finished pipes lots/pallets as per list at CSL.







- h) Galvanizing to be done as per the details given in fabrication drawing. Paint codes, paint schemes are issued based on vessels.
- i) Packing and supply to be done as per MLP given by CSL. Pelleting and transportation to be done without damaging/ deforming pipes spools/tubes/small pipe pieces.
- j) As per CSL piping practice class 3 pipes are having random inspection only by OWNERS/CLASS. WPS & welder qualification to be submitted for the pipe fabrication/ welding. Owner / Class may vary with vessel/ project.
- k) Pipes are to be prepared / fabricated based on the cutting plan issued by design department. Scraps are to be marked & returned to CSL.
- Bidder shall ensure the material safety in their yard. The bidder shall be liable for any damages or loss.

4 OTHER TERMS & CONDITIONS

- a) The scope of work in nature which comprise preparation, fabrication, (sand blasting, pickling prior to Galvanizing) & galvanizing, transportation and delivery at CSL, Cochin, and elimination of any imperfection or deficiency of the works until the end of the Defects Notification Period 1 (one) year from the commissioning certification by CLASS, if applicable, or delivery at CSL.
- b) Bidder shall carry out the QC checks of the pipes and Third party inspection at their premises prior proceeding for pickling/galvanisation. QC reports to be submitted along with pipe spools. For dimensional accuracy, contractor's internal QC verification is required before welding of the spools.
- c) Preparation of surface (both inside & outside for pipe) for galvanizing by sand/grit blasting/special cleaning/ pickling with approved chemicals etc to remove oil, grease, paints, varnish, rust etc to make the surface ready for Hot dip galvanizing as per IS 4759:1996 or equivalent.
- d) Hot dip galvanizing: The process should be as per relevant IS Specifications & recommendations and the thickness expected is about 85-120 microns or as per the information provided from yard. (IS 4759: 1996 or equivalent)
- e) Cleaning of materials after galvanizing such as removing lump of zinc sticking to the surface (both inside and outside), there should be no ash marks or excessive zinc deposition. Also, the use of zinc spray is prohibited.





- f) No holes other than those existing in the units are to be drilled to ease slinging while galvanizing. However, suitable hooks may be welded for slinging while galvanizing and removed later after galvanizing, at no extra cost. Any damage to the material while welding hooks or otherwise while in the premises of galvanizer should be rectified/replaced compensated by the bidder.
- g) Contractor shall prepare and submit a Quality Assurance Plan (QAP) to CSL covering aspects such as type of QA check, reference documents, acceptance norms, records to be maintained etc pertaining to various stages viz fabrication, pickling, galvanising, NDT inspection etc. Comments by CSL shall be duly incorporated in the final QAP, which will be approved by CSL. Following is to be noted:-
 - Bending deformations / allowances as per CSL QAP / piping standards (No ovality of pipes in bends).
 - All pipes root should be in TIG welding and balance (cover / filling runs) CO2 welding preferred.
 - Successful bidder shall procure Quality standard welding consumables (TIG/Co2 wire) and certificates shall be submitted to CSL for verification.
 - Welding of pipes are to be done by qualified welders by classification societies.
 (Welders with WPS certificates)
- h) In addition, Contractor has to ensure Third party inspection as required, during stages of fabrication as per the approved QAP.
- i) All welding works shall be performed by employing qualified welders.
- j) The Contractor shall arrange all consumables, tools & tackles, cranes, labourers, fabrication and galvanizing facilities etc at his own expenses.
- k) The Contractor shall provide certificates wherever applicable, which shall include the results of all testing required as per the scope of work and performed on all items giving details, but not limited to the following:
 - Certified reports of all galvanization DFT (dry film thickness) testing.
 - Approved WPS (welding procedure specification) and welder cards as per WPS.
 - Third party inspection reports.
- l) Balance materials (taken from CSL for pipe spool fabrication) if any/ Scrap pieces mentioned in the BOM are to be returned with scrap No / length mentioned in the





- m) Bidder shall ensure proper packing by end caps/ palletizing of finished pipe spools based on MLP or as per list and delivery at CSL with proper punching of piece-mark and other details.
- n) After fabrication & galvanizing all approved inspection report with Dispatch form to be handed over to CSL.
- o) CSL will provide services of CSL cranes and forklifts for loading and unloading of items within CSL premises, subject to availability at free of cost.
- p) The Bidder shall also be solely responsible for correct delivery of the materials in size, quantity, quality etc in good conditions and obtaining clear receipts to that effect.
- q) Any other item/work required for the satisfactory completion of work not mentioned will be under the scope of the contractor.
- r) CSL shall not be responsible for any compensation to personnel for injuries etc/damage to vehicles involved in accidents under any circumstance, whatsoever.
- s) Welded beads on inside surface of fabricated pipes, except butt welded joints using backing ring, shall be finished to suit to the purpose of the respective piping system in accordance with the following three grades specified in the drawings. In case of TIG welding pipes, inside finishing of butt joint shall be omitted.
 - GRADE A

Welded beads of inside pipes shall be finished smoothly and welding spatters and slags shall be removed.(to the extent of practical feasibility)

GRADE B

Welding spatters and slags shall be removed and welded beads shall be cleaned with wire brush or grinder.

GRADE C

Welding spatters and slags on the flange face shall be removed, but welded beads inside pipes may not be finished.

5 SCOPE OF YARD

- a) The design & supply of materials for the pipe spool fabrication work under the mentioned scope of work.
- b) Services of CSL cranes and forklifts for loading and unloading of items within CSL premises, subject to availability, free of cost.





- c) CSL shall not be responsible for any compensation to personnel for injuries etc/damage to vehicles involved in accidents under any circumstance, whatsoever.
- d) Arranging QC/ Owner for inspection and survey.

6 INSPECTION / TESTING / QA AND QC

- a) The complete works are to be inspected & approved by vendors internal QC. The same to be presented to Third party inspection for their inspection and certification, also same shall be submitted to CSL.
- b) Contractor to maintain the required dimensional accuracy and surface finish as per quality standards (to be provided by CSL).
- c) All welding works shall be carried out by approved and qualified welders only and certifications should be submitted before undertaking work.
- d) All works shall be as per strict compliance to approved CSL drawings/ QAP.
- e) All inspection reports including material test reports, internal QC reports, Third party inspection report etc. shall be send along with the delivery at CSL. Final acceptance will be based on the verification of documents and physical inspection of supplied pipe spools by CSL QC team.
- f) Any comment given by CSL QC team has to be rectified by the contractor at their own cost.

7 RATES FOR GALVANISATION

- I. As per the contract, the rates applicable for galvanization consists of two parts
- i. Fixed Part -
 - Labour cost for galvanization of 1 ton of material, which shall be firm and fixed during the entire contract period.
- ii. **Variable Part** Divided into two & subject to revision twice every year 01st June & 1st December during the contract period.
 - <u>Material Cost</u>: Zinc cost Cost of 65 kg of zinc for galvanization of one tone of materials issued by CSL

The details about the rates under the contract are as specified below:

II. <u>Fixed Part</u>: This shall be the <u>labour cost</u> (including overheads and all other costs if any) for galvanization of 1 tonne of material issued by CSL. The fixed part shall be firm and fixed during the entire contract period of 24 months.





- **III.** <u>Variable Part</u>: Materials Part The price of zinc required for galvanization.
- i. Material cost Price of Zinc: This consists the total price of Zinc required/utilized (including all wastages)) for galvanization of one tone of material issued by CSL. As per the standard estimate, 65 kg of zinc is required for galvanizing 1 tonne of material issued by CSL. The Material cost price of 65 kg of zinc, based on the effective SHG zinc price notified by M/s. Hindustan Zinc Limited as on 04th December 2023 is Rs. 243.6/- per Kg (01st December 2023 data is not available). This rate shall be valid up to 31st May 2024.
 - a) **Basis for Review of Material cost Zinc Price**: The Material cost zinc price shall be reviewed and revised on the basis of effective SHG zinc price notified by M/s. Hindustan Zinc Limited Circular for "Price or Policy for sale price of zinc" on the 01st June & 1st December of every year during the contract period.

8 PROCEDURE FOR PERIODIC REVISION OF MATERIAL COST

The material cost (zinc price) shall be reviewed and revised twice every year 01st June & 1st December during the contract period as detailed below.

- i. **Periodic Revision of Material cost based on Zinc Price:** The material cost as shown in Galvanization charge (Part B) Annexure V shall be reviewed and revised twice a year ie on 01st June & 1st December during the contract period, on the basis of effective SHG zinc price notified by M/s. Hindustan Zinc Limited Circular for "Price or Policy for sale price of zinc".
- ii. Contractor shall furnish the proof for prices True copy of Circular for "Price or Policy for sale price of zinc" notified by M/s. Hindustan Zinc Limited (HZL) on 01st June & 1st December during the contract period, within 7 days from the date of review for revision by CSL. If the circulars as on the specified dates are not published by HZL, the same available as on the immediately succeeding date shall be considered.





CALCULATION PROCEDURE FOR REVISION

	VAI	RIABLE PART	FIXED PART	Total Charges for
Date (s) of Review during contract period	Zinc Price/ kg (HZL price) (Rs) (1)	Material Cost for Galvanizing one tone of material (@ 65kg of zinc/ Tonne) (Rs) (2)	Labour Charges per Tonne (Rs) (3)	Galvanizing one tone of material (Rs) (excluding taxes & duties) (4) [= (2) + (3)]
 01st Jun 2024 01st Dec 2024 01st Jun 2025 01st Dec 2025 		(=(1) x 65)	Rs.XXXX (fixed during the entire contract period)	Material Cost + Rs.XXXX

9 <u>SAFETY/STATUTORY RESPONSIBILITY</u>

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

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





ANNEXURE-IV

तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST

(To be submitted by the bidder)

TENDER NO. SB-OSD/GEN/840/2024 Dtd. 05-02-2024

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

SL No	Tender Enquiry Requirements	Confirmation from bidder (strike off whichever is not applicable)	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 & two price bids are submitted in separate PDFs?	Yes / No	
3	Schedule of work as specified in technical specification/ price bid of this tender is acceptable	Yes/ No	
4	Submission of Information/Documents with offer	Submitted/Not submitted	
5	Submission of MSME and NSIC registration document with offer	Submitted/Not submitted	
a	Specify the current status of the firm	MSME/MSE/Startup	
6	Offer Validity (date)	90days - Agreed as per tender/Do not agree	
7	Completion period as mentioned in the tender enquiry is acceptable	Yes/ No	
8	Taxes & Duties	Specified/included in Price	
9	Payment terms - confirm		
a	Stage Payment	Agreed as per tender/Do not agree	
b	Any others (Specify details)		
10	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	



Cochin Shipyard Ltd



TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

11	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree
12	Bank Guarantee for the material issued by CSL	Agreed as per tender/Do not agree
13	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No
14	Force Majeure	Agreed as per tender/Do not agree
15	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree
16	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree
17	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed
18	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed
19	Mode of submission of tender	Direct / Email
20	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass eligibilities.	Yes / No
21	Is your firm registered under TReDS	Yes/No
22	Is your firm registered as vendor in CSL	Yes/No
23	Annual turnover requirement, during last 3 years, ending 31st March of the previous financial year	Agreed as per tender/Do not agree
24	Do your firm have valid registration under statutory schemes such as ESI / EPF	Yes/No
25	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/GEN/840/2024 Dtd. 05-02-2024

RATE FOR CARBON STEEL PIPES (CLASS III)

S1. No.	_	Dia in Inch schedule	Approximate Qty.(Per Month) (No. of Spools X Joints per spool X Pipe size) (Approx. Inch Diameter) (IND) (A)	Unit rate (INR)	Total Rate (C=A*B)			
1	Up to 2	Schedule-40	10500					
2	Inch	Schedule-80	4500					
3	From 2.5 to 5	Schedule-40	15225					
4	inch	Schedule-80	6525					
5	From 6 to 10	Schedule-40	11550					
6	inch	Schedule-80	4950					
7	Cost for Hot Dip Galvani zing	(i) Labour Cost : Labour Cost for galvanizing 1 (One) tonne of pipe spools. This excludes Cost of Zinc materials.	60 Tonne	Rs(per Tonne)				
		(ii) Cost of Zinc : Cost of Zinc will be calculated and added to above quoted price as per clause no. 7 and 8 of Annexure-III						

Cochin Shipyard Ltd



TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

	Transpo	(i)Transportati on charges for		Rs	
8	rtation	Round trip	100 Tonne	(per Tonne)	
	charges	(onward and			
		return trip)			
9	SUB T	TOTAL FOR 1 MO			
10		GST%			
11		TOTAL AMO			
11		(SUM C			
12	GRA	AND TOTAL FOR			
12		(24			

Grand Total amount in words Rupees	

Note:

- 1) Price basis: For Destination at CSL.
- 2) L1 will be determined based on the Sub total amount as per Sl. No 9 of the Price bid. (Excluding GST).
- 3) GST as per the prevailing rate will be paid.
- 4) Bidder should study price variation clause no. 7 & 8 of Annex-III, before quoting.
- 5) All above pipes will be Class-III Carbon Steel Pipe as noted in the scope of work.
- 6) Quantity shown above is only indicative for determining L1 firm. it may vary based project / load conditions of CSL. Also payment will be based on actual quantity of work executed.
- 7) Cost of Pipe spool fabrication will be = Size of pipe in inch x No. of joints (of that size) X Inch Dia Rate in the respective category.
 - Each Butt joint is considered as one joint.
 - Each Flange fitment, inside and outside welding (Fillet) is considered as one joint.
 - Sleeve welding both end considered as one joint.





- Brach connection including profile cutting, preparation and welding is considered as 1.5 times of IND of branch joining size.
- Loose flange positioning, and weld neck flange welding joint considered as one joint.
- Pipe bending by cold bending process, fitment & welding to pipe spool is considered as 2.5 joints. (i.e 2 joints is for both end fitment and welding and 0.5 joint considered for charges for cold bending process)
- 8) Rate quoted for Inch Diameter(IND) includes all activities involved in that joint such as edge preparation, fitment, welding of flanges, sleeves, elbows, tees, reducers, bends, branch pipes, butt welding, fillet welding etc. and any other cost included for the satisfactory completion of all works as specified in the scope of work.
- 9) Root welding should be TIG welding.
- 10) All costs for the satisfactory completion of pipe spool fabrication and Hot –dip galvanizing shall be included in inch diameter rates /Labour cost for Galvanizing per Ton of pipe spools.

Signature of Contractor/authorized signature of firm or agency:

Name of contractor or authorised signatory of

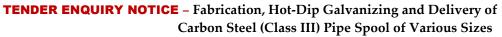
firm/agency:

Designation:

Address:

Contact No:







ANNEXURE-VI

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on
day of the month of, between, on one hand, the President of India acting
through Deputy General Manager, Cochin Shipyard Ltd (CSL) having its registered office
at Cochin, Kerala India (hereinafter called the "PRINCIPAL", which expression shall mean
and include, unless the context otherwise requires, his successors in office and assigns) of
the First part and
M/srepresented by
Shri
called the "BIDDER/Seller" which expression shall mean and include, unless the context
otherwise requires, his successors and permitted assigns) of the second part.
WHEREAS the PRINCIPAL proposes to procure and the
BIDDER/Seller is
Willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Entered into with a view to:-





Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in Conformity with the defined specifications by avoiding the high cost and the distortionary impact of

Corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the Contract by providing assurance to them that their competitors will also abstain from bribing and Other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

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

1. COMMITMENTS OF THE PRINCIPAL

- 1.1. The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2. The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3. The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.



2. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any precontract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 2.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 2.3. BIDDERs of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERs shall disclose their foreign principals or associates, if any.
- 2.4. BIDDERs shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.
- 2.5. The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.



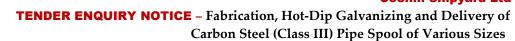


- 2.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 2.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

3. PREVIOUS TRANSGRESSION

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







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

4. EARNEST MONEY (SECURITY DEPOSIT)

- 4.1. While submitting commercial bid, the BIDDER shall deposit an amount NIL (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
 - (i) Bank Draft of Pay Order in favor of CSL.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2. The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.
- 4.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4. No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. SANCTIONS FOR VIOLATIONS

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or





partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2. The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the





BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. FALL CLAUSE

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

7. INDEPENDENT MONITORS

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

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

C-54, Bharatendu Harischandra Marg,

Anand Vihar, Delhi – 110092.

Mobile: 9978405930

Email: jagadipsingh@yahoo.com

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





- Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7. The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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



Cochin Shipyard Ltd



TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

is unsuccessful,	this	Integrity	Pact	shall	expire	after	six	months	from	the	date	of	the
signing of the co	ontra	ct.											

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

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

Witness	Witness
1	1
2	2



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



ANNEXURE-VII

DECLARATION

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

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

Yours faithfully,

(Signature & Seal of Authorised Signatory)





APPENDIX- A

COMPLIANCE MATRIX

Clause No.	Compliance/ Deviation

Notes:

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







APPENDIX - B

FORMAT FOR FINANCIAL CAPABILITY

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

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

Certificate from Chartered Accountant:

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

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm





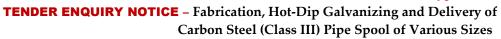
APPENDIX - C

JOINT VENTURE / CONSORTIUM AGREEMENT

This Joint Venture / Consortium Agreement is made at on day of
WHEREAS the First Party is engaged in the business of
NOW THIS DEED WITNESSED AS UNDER:
1. That under this Joint Venture / Consortium Agreement the work will be done jointly by the first party and second party.
2. It is further agreed by the Joint Venture / Consortium Partners that M/s
.who meets CSL post-qualification criteria, has been nominated as Lead Partner for the execution of the works.
3. That all the parties shall be liable jointly and severally for the satisfactory execution of the contract in all respects in accordance with terms and conditions of the contract and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners and parties of the Joint Venture / Consortium. The lead

member on behalf of the Consortium shall undertake full responsibility for timely completion of work and shall co-ordinate with CSL and specified agencies during the







period, the bid offer is under evaluation as well as during execution of work in the event the work is awarded. He shall also be responsible for resolving disputes / misunderstanding / undefined activities if any amongst all the consortium members.

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

The proposed administrative arrangement, participation, scope of activities to be

performed and responsibilities for the execution of the work of the each party shall be as under:
First Party:
Second Party:
5. The Registered office of the parties are as under:
First Party:
Second Party:
6. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Employer (CSL) to ensure the satisfactory execution of that part of the contract. 7. The law of the country where the project is implemented / realized will govern this agreement. 8. The validity of this agreement is 180 days from the date of signing of agreement or otherwise till the end of the ISRF project in all respects, in case selected as the L1 bidder for providing required services under the contract. 9. Neither party shall discuss, disclose or otherwise divulge any information related to the contents of this agreement, the projects and business to any third party without prior written consent of the other party. Disclosure of the information is a liable action. IN WITNESS WHEREOF the Parties hereto have signed hereunder at on day of(Day)(Year). Party of First Part Witness:
Party of Second Part 1)
2)



Cochin Shipyard Ltd



TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

APPENDIX - D

FEW SAMPLE DRAWINGS

(This is only typical pipe spool drawing for reference, actual will be released during fabrication time)



Cochin Shipyard Ltd



TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

POS DESCRIPTION			QUA	NTITY	FAB. LGTH/ PULL D[MENSION
1 40NB SCH40 ASTM A53 GR.B BLA 2 40NB SCH40 ASTM A53 GR.B BLA 3 40NB SCH40 ASTM A53 GR.B BLA 4 40NB SCH40 ASTM A234 WPB 90: 5 40NB SCH40 ASTM A234 WPB 90: CUT 80.0 DEGREES 6 40NB PN5 EN1092-1 CARBON ST	CK CARBON STEEL SEAMLESS PIPE deg LONG RADIUS SEAMLESS ELBOW deg LONG RADIUS SEAMLESS ELBOW		1374 94 500 1	MM MM PCS PCS PCS	1374 94 496 114 96
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634			5 3	2	0
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DATE DRAWN BY	CHECKED BY	APPROVED BY	PALLET NO.	9-11	ECE MARK
23-05-08 SABUMS		1	4A06L0FERUD	523-T4A06L0FE	RUDA/S0SE4





SAJITH P

19-07-30

TENDER ENQUIRY NOTICE – Fabrication, Hot-Dip Galvanizing and Delivery of Carbon Steel (Class III) Pipe Spool of Various Sizes

DESCRIPTION	LGTH/
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7 65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW 1 PCS 190 9 65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW 1 PCS 190 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6	
8 65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW 1 PCS 190 9 65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW 1 PCS 190 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 746 298 234 746 746 746 746 746 746 746 7	
9 65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW 10 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 11 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 11 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6 1 PCS	
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11 65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE 1 PCS 6	
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298 234 50 746 5 11 214 8 8 7 7 8 8 8 7 8 7 8 7 8 7 8 7 8 7 8	
746	
	<u>-(10)</u>
5 90 -90 E 8	
10 0.0 E 9: :	
11 0.0 BS 5: FEED ROTATIO	
DS TURN ANGLE ENCLINATION TURNING ANGLE REMARKS REDUS D BENDING I	ATA
TGHT (Kg) INSPECTIONACID PICKLING/INSULATION HYDRAULIC TEST GRADE ITEM NO PAINTCODE	76
21 CLASS-3 3.75 2 1017 G2LB	ヤナニ
ATE DRAWN BY CHECKED BY APPROVED BY PALLET NO. PIPEPIECE M.	RK

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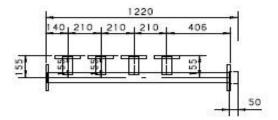
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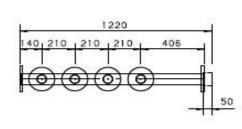


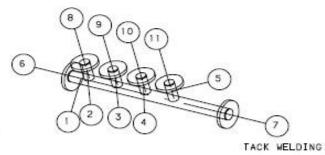


POS	DESCRIPTION	DUANT	FAB. LGTH/ PULL DIMENSION	
1	65NB SCH40 ASTM A53 GR,B BLACK CARBON STEEL SEAMLESS PIPE	1214	MM	1164
2	50NB SCH40 ASTM A53 GR,B BLACK CARBON STEEL SEAMLESS PIPE	128	MM	128
3	50NB SCH40 ASTM A53 GR.B BLACK CARBON STEEL SEAMLESS PIPE	128	MM	128
4	50NB SCH40 ASTM A53 GR.B BLACK CARBON STEEL SEAMLESS PIPE	128	MM	128
5	50NB SCH40 ASTM A53 GR.B BLACK CARBON STEEL SEAMLESS PIPE	128	MM	128
6	65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6
7	65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6
8	50NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6
9	50NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6
10	50NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6
11	50NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	t.	PCS	6









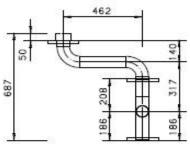
3		90	0	BS	21	6 . SD
4		90	0	BS	2:	6:SD
5		90	0	BS	2:	6:SD
6	0.0			BS	2.	
7				L	DOS	E
7	0.0			BS	2.	
8	0.0			BS	21	
9	0.0			BS	21	
0	0.0			BS	2:	•
1.1	0.0			BS	2:	

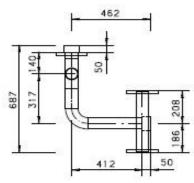
11 0.0		BS 2: :				FEED	ROTA	TION	BEND
POS TURN ANGLE ENCLINATION TURNING ANGLE REMARKS			RAD US D			BENDING DATA			
Decree of the second se	INSPECTIONÁCIO PICKL	[NG/]NSULATION	HYDRAULIC T Pr.kg/cm²		GRADE	ITEM NO	PAINTCODE		1
30	CLASS-3		3.75		2	1011	G2LB		$1 \oplus$
DATE	DRAWN BY	CHECKED BY	APPROVED BY	PA	LLET 1	ND.	PIPEP1ECE	MARK	
19-07-29	SAJITH P			T4A0	1000ER	П	110-T4A0100	DERTT-BI	S005-1



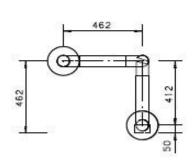


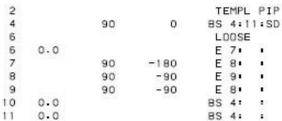
POS	DESCRIPTION	QUANT	FAB. LGTH/ PULL DIMENSION		
1	65NB SCH40 ASTM A53 GR,B BLACK CARBON STEEL SEAMLESS PIPE	87	MM	37	
2	65NB SCH40 ASTM A53 GR,B BLACK CARBON STEEL SEAMLESS PIPE	268	MM	268	
3	65NB SCH40 ASTM A53 GR.B BLACK CARBON STEEL SEAMLESS PIPE	127	MM	127	
4	65NB SCH40 ASTM A53 GR.B BLACK CARBON STEEL SEAMLESS PIPE	367	MM	317	
5	65NB SCH40 ASTM A53 GR.B BLACK CARBON STEEL SEAMLESS PIPE	382	MM	382	
6	65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6	
7	65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW	1	PCS	190	
8	65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW	1	PCS	190	
9	65NB SCH40 ASTM A234WPB 90deg LONG RADIUS SEAMLESS ELBOW	1	PCS	190	
10	65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6	
11	65NB PN10 EN1092-1 CARBON STEEL CIRCULAR SLIPON FLANGE	1	PCS	6	





TACK WELDING





(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c
5 4 •
(10)

11 0.0	0.0 BS 4: :					FEED	ROTA	TION BEND
POS TURN ANGLE (INCLINATION TURNING ANGLE REMARKS			RAD US D		D BENDING DATA			
WE (GHT (Kg)	INSPECTIONÁCIO PIC	KL[NG/INSULATION	HYDRAULIC T		GRADE	ITEM NO	PAINTCODE	1
23	CLASS-3		3.75		2	1017 G4FB		
DATE	DRAWN BY	CHECKED BY	APPROVED BY	PA	ALLET 1	NO.	PIPEPIECE	MARK
19-07-30	SAJITH P		0	T4A	01000ER1	гт	110-T4A01000	DERTT-BFS006-1

