

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/HULL/838/2024 Dtd 09-02-2024

HULL PREPARATION : CUTTING OF CSL SUPPLIED STEEL PLATES



FEBRUARY - 2024



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<u>पोत निर्माण प्रभाग / SHIP BUILDING DIVISION</u> आउटसिर्सिंग विभाग/ OUTSOURCING DEPARTMENT

SB-OSD/HULL/838/2024

09th February - 2024

<u>निविदा सूचना / TENDER NOTICE</u>

<u> संक्षिप्त विवरण / BRIEF DETAILS:</u>

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/HULL/838/2023 Dtd 09-02-2024		
कार्य का नाम Name of work	Hull Preparation : Cutting of CSL Supplied Steel Plates		
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)	23 rd February - 2024 at 15.00 Hrs IST		
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	16 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	23 rd February - 2024 15.30 Hrs IST		
	For Commercial queries:		
	Mr. Adarsh S,		
	AM (Outsourcing), Mob No: 87146 30926.		
संपर्क व्यक्ति	For Technical queries:		
Contact Person	Mr. Biju T M,		
	AGM (Hull),		
	Mob. No: 98957 05078.		





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

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

 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.

 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.

 निविदा के कार्यक्षेत्र के विस्तार पर चर्चा करने के लिए निविदा पूर्व बैठक दिनांक 16.02.2024 को सीएसएल के योजना सम्मेलन कक्ष में पूर्वाह्न 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 15.02.2024 तक सकारात्मक रूप से सूचित और अग्रेषित करना चाहिए।

The pre-bid meeting will be held on **16.02.2024** at Planning Conference hall (SB) of 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 **15.02.2024** 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
- 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. CSI will not accept any

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 <u>"SB-</u> OSD/HULL/838/2024" विषय के साथ</u> 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/HULL/838/2024" to:

- (i) jithu.gl@cochinshipyard.in
- (ii) adarsh.s@cochinshipyard.in
 - <u> प्रतिलिपि / Copy to</u>:
- (iii) madhu.pk@cochinshipyard.in
- (iv) ajithkumar.n@cochinshipyard.in



 बोलियां दिनांक 23 फ़रवरी - 2024 को अपराह्न 15.00 बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराह्न 15.30 बजे खोली जाएगी।

The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 23rd 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-II

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

- 11. केवल तकनीकी वाणिज्यिक बोली खोलने को अनुबंध देने के लिए प्रस्ताव की स्वीकृति के रूप में नहीं माना जा सकता है। Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.
- 12. भाग I (तकनीकी-वाणिज्यिक) बोली के साथ निम्नलिखित प्रस्तुत किया जाएगा:

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

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

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

- ii. अनुलग्नक IV में तकनीकी वाणिज्यिक जांच सूची पूरी तरह से भरी हुई है और विधिवत हस्ताक्षरित है । विधिवत भरी हुई तकनीकी वाणिज्यिक जांच सूची प्रस्तुत न करने पर बोलियों को अस्वीकार कर दिया जाएगा। The techno commercial Check List at Annexure IV filled up completely and duly signed. The non submission of duly filled techno commercial checklist will lead to the rejection of the bids.
- iii. गैर-मूल्य बोली प्रारूप की प्रतिलिपि (कीमत/अंकों के बिना मूल्य बोली)।

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



TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel Plates

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

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

13. पूर्व अनुबंध अखंडता संधि / PRE CONTRACT INTEGRITY PACT

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

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

14. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES

सीएसएल वेबसाइट (<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 (<u>www.cochinshipyard.in</u>) shall be applicable for this tender.

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

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

16. 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



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ANNEXURE I

9

जांच की नियम और शर्तें / TERMS & CONDITIONS OF ENQUIRY

HULL PREPARATION: CUTTING OF CSL SUPPLIED STEEL PLATES

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of one year rate contract for **Hull Preparation: Cutting of CSL Supplied Steel Plates** 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 cutting of plates as per nesting program including transportation of plates from CSL. Approximate quantity of plates is 750 plates per month of various thicknesses. The quantity is indicative only and may vary depending on CSL requirements. The cut finish and dimensional accuracies are critical and are to be met as per the relevant ISO standards, 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 **AGM (Hull)** before quoting.

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

The Bidder should qualify the following PQ Criteria:

2.1. <u>GENERAL</u>

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



2.2. TECHNICAL EXPERIENCE

Technical pre-qualification requirement is given below:

- 2.2.1. The Bidder should have experience in successful completion of similar work of minimum 1000 Tonne in any single year in steel plate cutting based on nesting programs during the last 05 years ending on 31st December 2023. The firm has to submit the relevant work order (or) completion certificate which validates the above mentioned experience requirement.
- 2.2.2. The Bidder shall have steel plate cutting machine to handle the plate size of 12 meter x 3 meter and the cutting machine should have the ability to read either .DXF format or the Messer NC program supplied by CSL. Specification of the cutting machine with photographs and necessary cutting records shall be submitted along with the offer.
- 2.2.3. The cutting machine should have marking facility / attachment.
- 2.2.4. In case marking facility is not installed in the machine, the firm shall submit an undertaking as per Appendix C that the same will be installed within 14 days from the date of issue of Letter of Intent or Work order in case Letter of Intent is not issued.
- 2.2.5. The bidder should have provision to handle the plates with clamps or magnetic lifts for loading the plate to cutting bed and unloading the finished cut plate from the bed without any scoring scratch/welding on the plates.
- 2.2.6. The bidder should have sufficient storage space to handle the quantum of work specified in the tender.
- 2.2.7. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipment's & facilities, Cutting records, Work experience of similar job, etc. The firm has to submit the documents which validate the above mentioned Clause 2.2.1 2.2.6 requirements.
- 2.2.8. The similar works experience of parent company / subsidiary / Sister Company of the Bidder will not be considered.
- 2.2.9. CSL reserves the right to visit bidder's 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. 50 Lakhs** during the last three years ending on 31st March 2023.





- 2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its 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 bidder shall furnish a positive net worth certificate (from Chartered Accountant), to the effect that the bidder 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 bidding firm shall have key personnel having single point of contact with contract details. He/she shall have adequate and specialized experience capable of discharging their responsibilities.
- 2.4.2. 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.
- 2.4.3. Bidder should submit duly signed compliance matrix placed at Appendix A for technical deviation/queries if any along with the offer.
- 2.4.4. 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.
- 2.4.5. 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. काम की मात्रा / QUANTUM OF WORK

4.1. The scope of work includes marking, cutting, sorting and delivery of approx. 750 plates per month (Approx.1200 Tonne) as per drawings provided by CSL and same needs to be



delivered to Cochin Shipyard Ltd, Perumanoor PO, Kochi - 15 in time. The quantity is indicative only and may vary depending on CSL requirements.

- 4.2. 70% of the total plates will be of 6-14 mm thickness range and balance 30% will be thickness range of 15-20 mm.
- 4.3. Average burning length of each plate is 60 m and will vary based on nesting program. Marking length is almost similar to cutting length.

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

- 5.1. Contract will be concluded with the Bidder qualifying to techno-commercial conditions and emerging as L1 and bidder willing to match with L1 rate.
- 5.2. In order to meet the set targets for the completion of the Vessels under construction in the Yard, the total quantity of plates to be cut will be issued to two contractors. CSL intends to award approx. 60 % of work per month to the L1 bidder, and balance 40 % to the other bidder (willing to match L1 rate) from amongst other bidders sequentially starting with L2, L3 and so on, in that order of preference, subject to their capacity assessed by CSL.
- 5.3. 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.
- 5.4. In case, the successful bidder(s) is not meeting the criteria in clause no. 2.2.4, the corresponding work will be awarded to the next lowest bidder (L2, L3, L4....) meeting the criteria subject to matching L1 price.
- 5.5. CSL reserves right to reduce/ increase the percentage work or cancel the contract based on the performance of work undertaking firms.
- 5.6. 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.

6. अनुबंध की वैधता / VALIDITY OF CONTRACT

6.1. This contract is valid for one year from the date of issue Work order and will be extended for another one year with same terms and conditions and rate on mutual agreement. However, the final decision will be made by CSL based on performance and other parameters.



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

- 7.1. The successful bidder shall execute cutting, marking, sorting and return progressively 25 % of the monthly assigned work each week (7 Days) and to be completed within a month.
- 7.2. The completion period shall be calculated from the date of receipt of materials and nesting program, nesting sketch and list of cut parts from CSL.

8. कार्य प्रक्रिया / WORK PROCEDURE

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

9. निरीक्षण / INSPECTION

9.1. 100% inspection of cut parts must be done by the firm for dimensional accuracies and random inspection will be done by CSL or CSL authorised QC team.

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.



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- 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 Hull Preparation: Cutting of CSL Supplied Steel Plates 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

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



12. कर / TAXES

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

13. भुगतान की शर्तें / PAYMENT TERMS

- 13.1. The payment will be based on successful completion of each lot and delivery of the cut parts along with all remnants and scraps 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: <u>https://apps.cochinshipyard.in:446/vim/Home.jsp</u>
- 13.4. The same can also be accessed via Cochin Shipyard Website (<u>https://cochinshipyard.in</u>) 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. 1,25,000.00 (1.25 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 against performance of work and/or poor workmanship for a period of 6 months from the date of delivery of cut plates to CSL. The cost for rectifying the damages or cutting error due to defects in execution of work as above shall be deducted from the contractor.
- 15.2. Towards this, a performance guarantee equivalent to **Rs. 1,25,000.00 (1.25 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 6 months 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 two and half percent (2.5%) 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. <u>सीएसएल द्वारा जारी सामग्री के ललए बैंक गारंटी / BANK GUARANTEE FOR THE</u> <u>MATRIAL ISSUED BY CSL</u>

- 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. 6,00,000.00 (6 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. <u>अप्रत्याशित घटना / FORCE MAJEURE</u>

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.



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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. <u>अधिलेखन और सुधार / OVERWRITING & CORRECTIONS</u>

- 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 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



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ANNEXURE-II

22

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

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT <u>सामान्य शर्तें / GENERAL CONDITIONS</u>

सामान्य शर्तें / 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. 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.





- i. 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.
- j. 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.
- k. 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.
- The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- m. 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.
- n. Chief General Manager (SB) or his authorized representative will be the Officer-in-Charge of this Contract.
- o. 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.
- p. 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.
- q. 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.
- r. 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.



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TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel Plates

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

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कार्य क्षेत्र / SCOPE OF WORK

HULL PREPARATION: CUTTING OF CSL SUPPLIED STEEL PLATES

1 INTRODUCTION

The scope of work includes marking and cutting of plates as per nesting program including to and fro transportation of plates from CSL. Approximate quantity of plates is 750 plates per month (750 - 1200 tons) of various thicknesses. The quantity is indicative only and may vary depending on CSL requirements. The cut finish and dimensional accuracies are critical and are to be met as per the relevant ISO standards.

2 SCOPE OF CONTRACTOR

The details scope of work is given below

a) Plates to cut – Steel plates of A, AH, DH and EH grades of size as given below

No	Item	Length (mm)	Breadth (mm)	Thickness (mm)
1	Plate	up to 12000	up to 3000	6 to 20

- b) All plates will be blasted and primer coated by CSL as per yards paint scheme. Full plates / Remnant plates (partially cut plates) are to be collected from CSL based on plate number / remnant number and finished cut parts including scraps generated are to be returned to CSL. Loading and unloading at CSL will be under the scope of CSL.
- c) Cutting of the plates are to be done based on CSL's nesting output file / cutting program. (either in DXF or Messer cutting program format as per selected firm's requirement). Details of cutting process are given clause no.3 below.
- d) All the cut parts are to be named (including scraps/ remnants) and sorted as per nesting program.
- e) Delivery of all cut parts is to be as per nesting program / plate at CSL.





- f) Records of all collection, sorting, and delivery of the items are to be maintained in both hard and soft copies. Hard copies with signatures are to be maintained for both collection of plates and issue of items to CSL.
- g) All the scraps / balance materials are to be returned to CSL.
- h) The plate movement shall be done with clamps or magnetic lifts. No welding is permitted on the plates for movement or other works
- i) If the plate requires bevelling, the DXF/Messer cutting program may contain program codes for bevelling. This needs to be removed manually using text editor, if the machine is not having bevelling facility. The required bevelling works on the plates are to be done using mechanical bevelling machine.
- j) All items are to be sorted at contractors work site and issued based on nesting program.
- k) Based on CSL supplied steel plates, the contractor should maintain the Materials traceability records during cutting of each plate and same shall be submitted to CSL along with each load.
- Bidder shall ensure the material safety in their yard. The bidder shall be liable for any damages or loss.

3 <u>CUTTING PROCESS</u>

- a) The nesting program / cutting program are in DXF format or NC program provided by CSL and is compatible for yards Messer cutting machine.
- b) The cutting machine should have the ability to read either DXF or the Messer NC program supplied by CSL. CSL will provide DXF or messer NC program as per selected firm's requirement.
- c) The machine should be of gantry type with a minimum of two heads, one marking head and one cutting head are required (plasma or oxy-fuel).
- d) The work contains three processes viz;,
 - (i) powder marking of plates using zinc powder,
 - (ii) cutting of plates using plasma / oxy fuel and
 - (iii) part naming (manual process). All the part names are to be written on the parts as per nesting sheet (including remnant / scrap plates).
- e) The cutting should be done on the plates based on the plate numbers / nesting program issued by yard. Each plate / remnant will have separate program numbers.



- f) The cutting program contains bevelling of plates. The bevelling of plates is to be done either on CNC machine or using mechanical bevelling machines. Bevel accuracy +/- 1.25 deg.
- g) The cutting accuracy / dimensional tolerance as per ISO 9013 class 2. Test cut to be performed every day before cutting process to verify cutting accuracies. Accuracy +/-1mm for all parts up to 10m long.
- h) The edge of cutting plate should not have marks. Edges of cut elements should not get melt when cutting direction changes (e.g. 90 degree or circular cuts). Burs must not exist in cut plates.
- i) The cutting loss during the plasma cutting process 3 5%.

4 <u>NOTES</u>

a) If any cutting errors / material damages / material shortages occurs cost for material and cost of delays/ damages will be deducted from the firm.

5 SCOPE OF CSL (YARD)

- a) Blasted and primed plates with plate / remnant no.
- b) Nesting program, nesting sketch and list of cut parts.
- c) List of Plate / Remnant numbers and program no to cut
- d) Loading and unloading of plates / cut parts at CSL.

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





ANNEXURE- IV

तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST

(To be submitted by the bidder)

TENDER NO. SB-OSD/HULL/838/2024 Dtd: 09-02-2024

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

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



Cochin Shipyard Ltd 29 TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel Plates 4

COCHIN SHIPVARD LIMITED					
10	Price shall remain firm and fixed and No	Agreed as per			
10	Escalation in prices after awarding of contract	tender/Do not agree			
11	Security Deposit & Performance Guarantee	Agreed as per			
11	Clause	tender/Do not agree			
12	Bank Guarantee for the material issued by	Agreed as per			
12	CSL	tender/Do not agree			
	Termination of contract/risk purchase as per				
13	relevant clause in the terms & conditions of	Yes / No			
	tender enquiry is acceptable				
14	Force Majeure	Agreed as per			
14		tender/Do not agree			
15	Liquidated damages and cancellation of	Agreed as per			
15	contract	tender/Do not agree			
16	Arbitration & Luciadiation alguage	Agreed as per			
10	Arbitration & Jurisdiction clauses	tender/Do not agree			
17	Confirm all other terms and conditions of our	Confirmed/Not			
17	enquiry are acceptable.	confirmed			
18	Confirm, un-priced price bid (price bid	Confirmed/Not			
18	without price) is submitted with Part – I bid	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 31 st 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			
		No Deviations			
25	Deviations from Tender conditions	/Deviations are			
		specified			

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor मुहर / Seal:





 Cochin Shipyard Ltd
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 TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel Plates
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ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/HULL/838/2024 Dtd: 09-02-2024

HULL PREPARATION: CUTTING OF CSL SUPPLIED STEEL PLATES

S1 No	Plate thickness(mm)	Approximate Cutting Length Per month (m) (A)	Unit Rate (Per meter) (B)	Total (INR) C = A *B
1	6 - 14 mm	31500 m		
2	15 – 20 mm	13500 m		
3	Transportation charges for Round trip (onward and return trip)	1200 Ton	 (per Ton)	
4	SUB TOTAL FOR 1 MONTH (SUM OF SL NO 1 to 3)			
5	GST% HSN CODE			
6	GRAND TOTAL FOR 1 MONTH (SUM OF SL NO 4 + 5)			
7	GRAND TOTAL FOR 12 MONTH (SL NO 6 * 12)			

Grand Total amount (in words) Rupees		
Rupees		





NOTE:

- A. L1 will be determined based on Sub total amount Sl. No. (4) Excluding GST.
- B. GST as per the prevailing rate will be paid.
- C. L1 declaration will be based on the price bid verification by CSL finance dept as per the calculation specified.
- D. Unit rate is for running meter cutting length.
- E. For Sl No. 1 and 2, unit rate quoted shall be inclusive of marking (which is approximately equal to cutting length), cutting, part naming, labor costs, handling charge, sorting, over head charges, consumable charges and any other cost included for the satisfactory completion of entire works as specified in the scope of work mentioned at Annex-III and other tender conditions.
- F. Quantity mentioned in the price format is only indicative. Downward or upward variation of quantity shall be anticipated. Payment will be paid for actual quantity.

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



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ANNEXURE-VI

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PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

General

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. <u>COMMITMENTS OF THE PRINCIPAL</u>

- 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. <u>COMMITMENTS OF BIDDERS</u>

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

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





other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

3. PREVIOUS TRANSGRESSION

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



4. EARNEST MONEY (SECURITY DEPOSIT)

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

5. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or

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

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State



Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To en cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

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

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

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

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

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

- 5.2. The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. FALL CLAUSE

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower



price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

7. INDEPENDENT MONITORS

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

(i) Shri. Jagadip Narayan Singh, IAS (Retd.), C-54, Bharatendu Harischandra Marg, Anand Vihar, Delhi – 110092. Mobile: 9978405930 Email: jagadipsingh@yahoo.com

- 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.



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8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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

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



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Cochin Shipy TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel					
Cochin S	ehalf of PRINCIPAL hipyard Limited ice Seal)	For & on behalf of BIDDER (Office Seal)			
Witness 1		Witness 1			

* 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.

2.....

2.....





Cochin Shipyard Ltd TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel Plates

ANNEXURE-VII

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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)





Cochin Shipyard Ltd TENDER ENQUIRY NOTICE – Hull Preparation: Cutting of CSL Supplied Steel Plates

APPENDIX-A

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COMPLIANCE MATRIX

<u>Clause No.</u>	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

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FORMAT FOR FINANCIAL CAPABILITY

S1. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1	Year 2020-21			
2	Year 2021-22			
3	Year 2022-23			

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

Certificate from Chartered Accountant:

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

Name of the Authorized Signatory representing Auditing firm: Designation: Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm



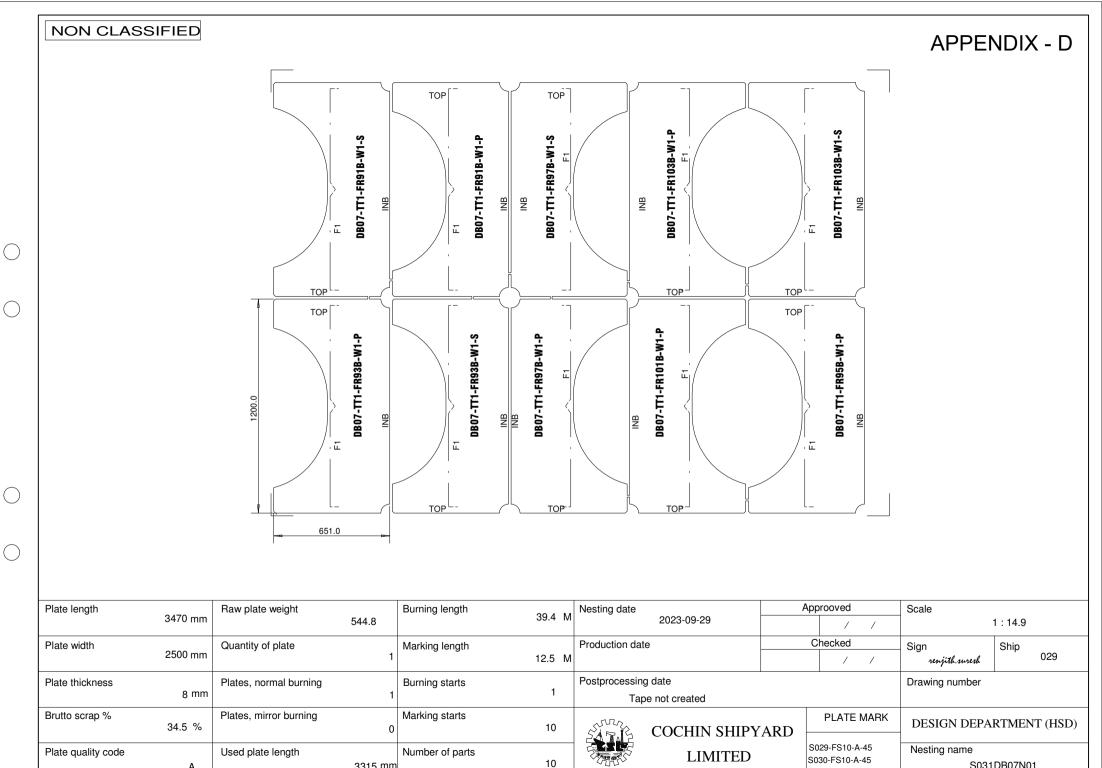


APPENDIX - C

UNDERTAKING

I, Shriin my capacity						
as Managing Partner / Chairman & Managing Director / Proprietor of M/s.						
do hereby give an undertaking that we shall						
provide marking facility / attachment in the machine within 14 days from the date of issue of						
Letter of Intent or work order in case Letter of Intent is not issued as per the clause 2.2.4 of						
Annexure I of the tender enquiry no. SB-OSD/HULL/838/2024 Dtd: 09-02-2024						
Signature of Contractor/authorised signatory of firm or agency:						
Name of contractor:						
Designation of authorised signatory of firm/agency:						
Address:						
Contact No:						



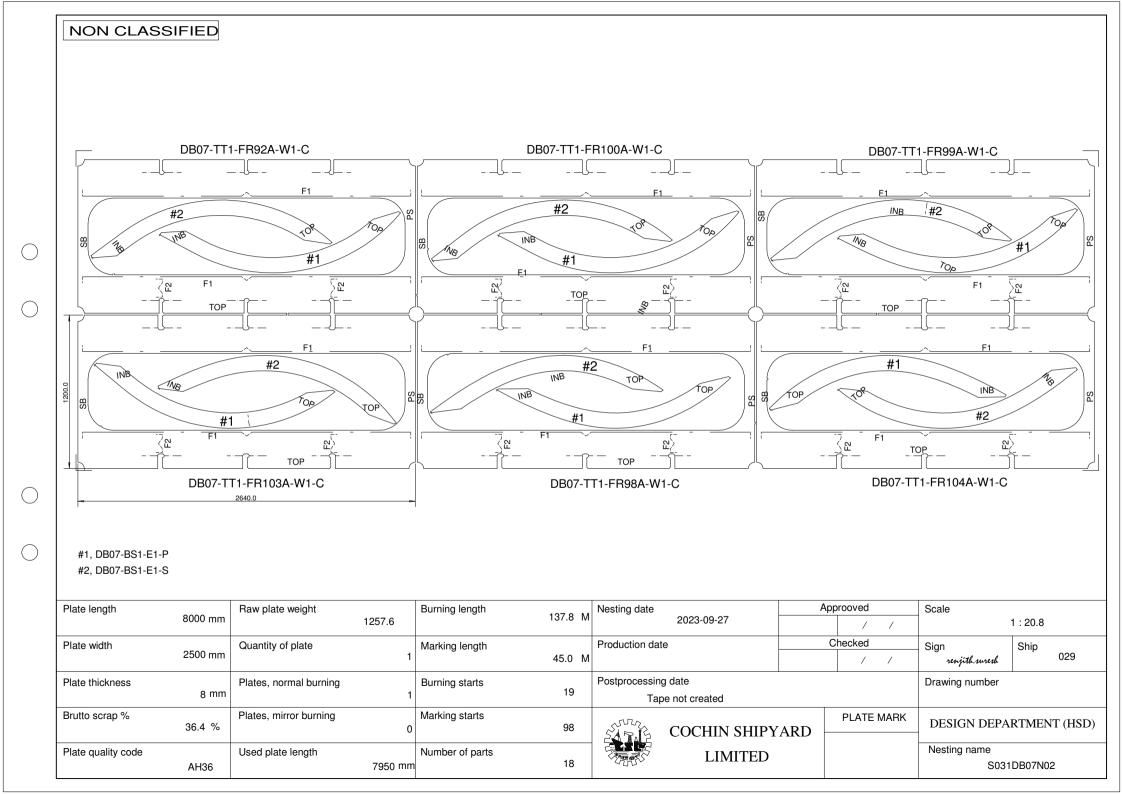


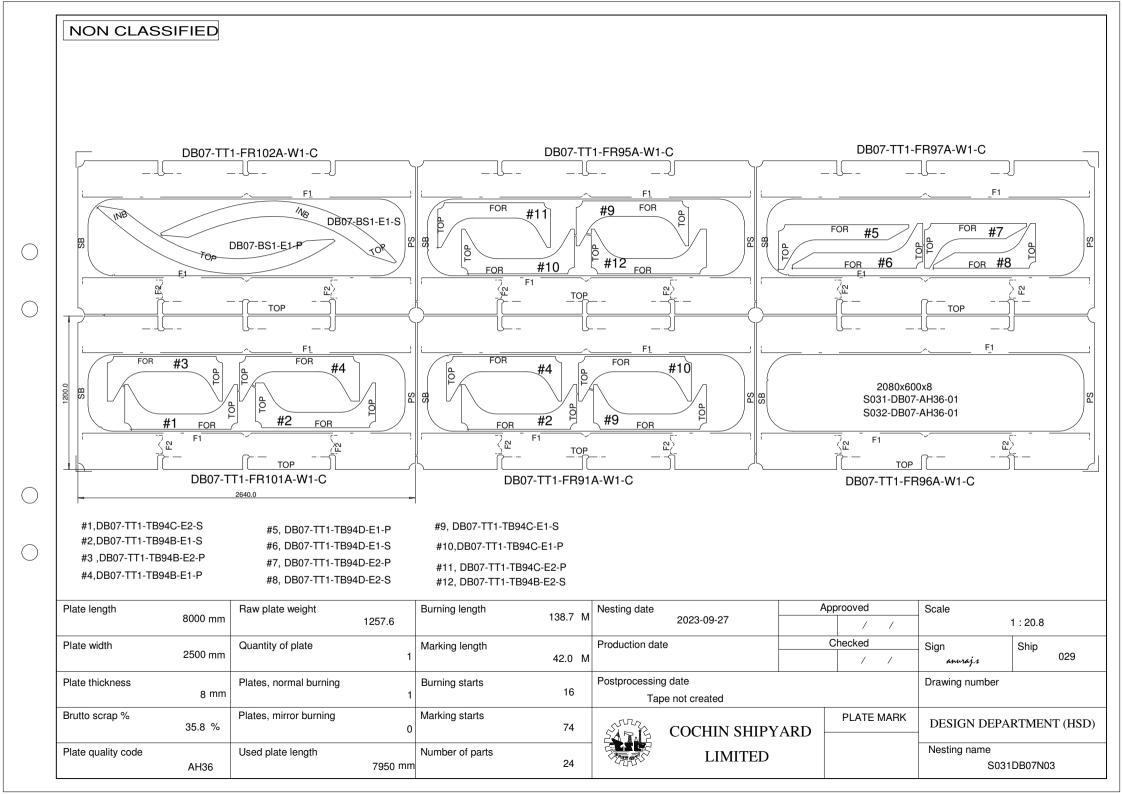
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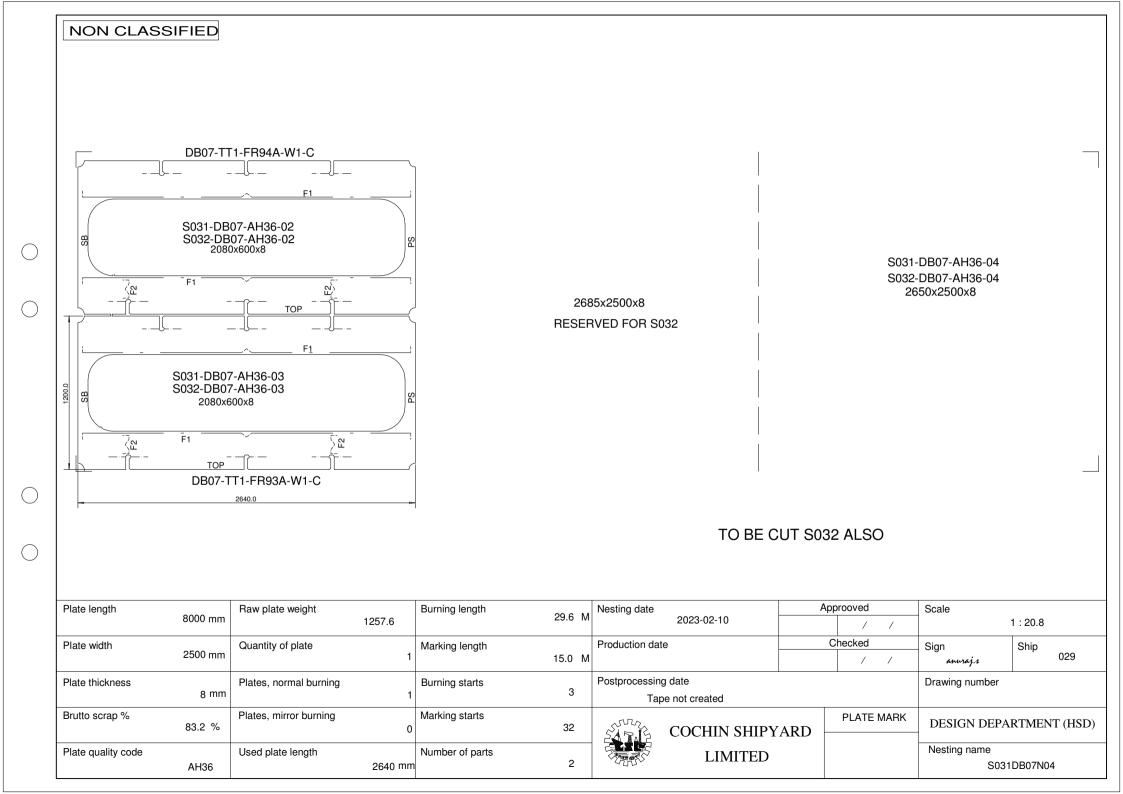
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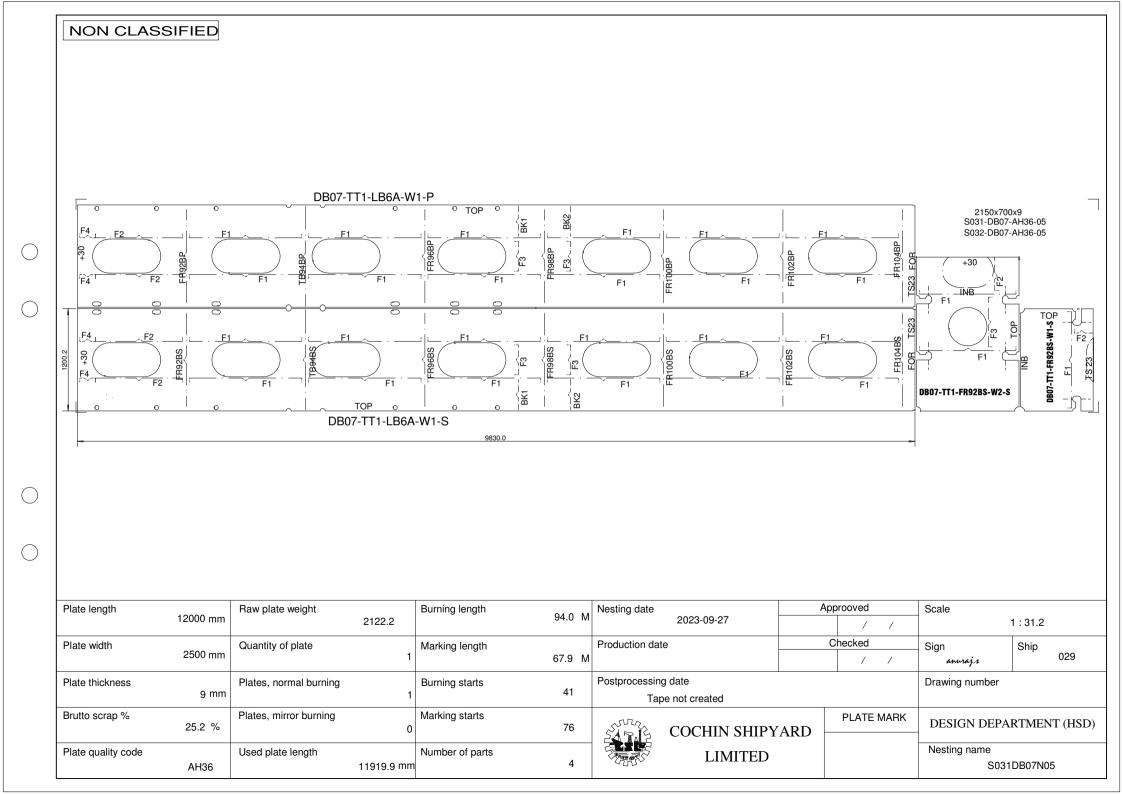
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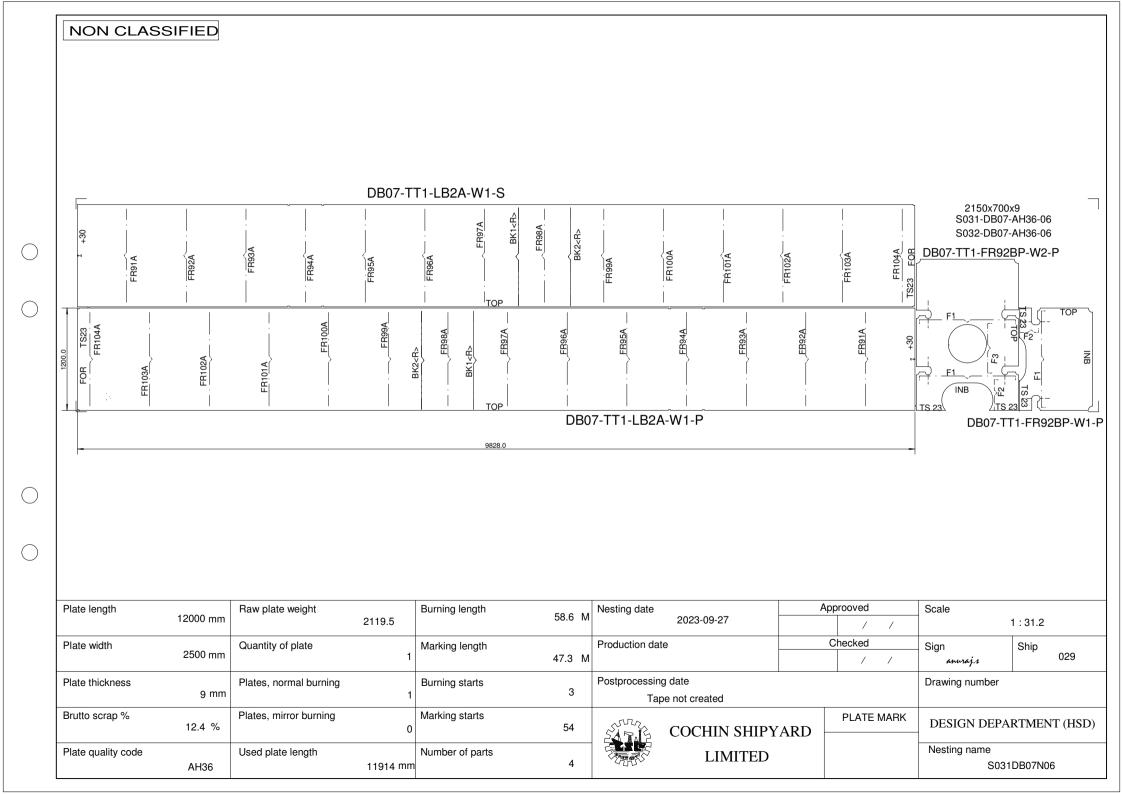
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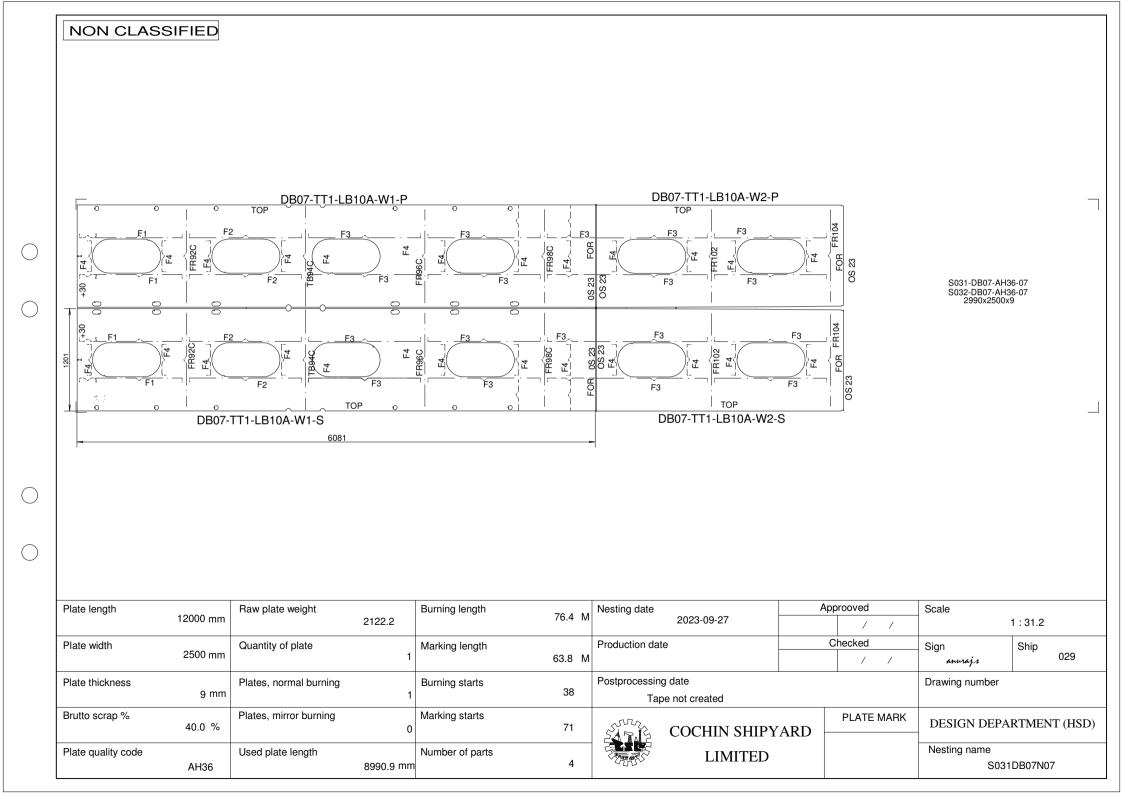












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	I			Ŧ	#1, DB07-TT1-LB2A-BI	K2-W1-S	#9,	DB07-TT1-K2-P			
	I			\$	#2, DB07-TT1-LB2A-BI	K2-W1-P	#1C), DB07-TT1-K2-S			
	l			4	#3, DB07-TT1-LB6A-BI	K2-W1-S	#11	, DB07-TT1-K5-P			
\cap	l			#	#4, DB07-TT1-LB6A-BI	K2-W1-P	#12	2, DB07-TT1-K5-S			
\bigcirc	l			#	#5, DB07-TT1-LB2A-BI	K1-W1-P					
	l			4	#6, DB07-TT1-LB2A-BI	K1-W1-S					
\bigcirc	l			4	#7, DB07-TT1-LB6A-Bl	K1-W1-S					
				4	#8, DB07-TT1-LB6A-Bl	K1-W1-P					
	Plate length	2180 mm	Raw plate weight	444.9	Burning length	37.5 M	Nesting date	2023-09-27	Approoved / /	Scale	1 : 22.5
	Plate width	2600 mm	Quantity of plate	1	Marking length	13.0 M	Production date		Checked / /	Sign roykp	Ship 029
	Plate thickness	10 mm	Plates, normal burning	1	Burning starts	1	Postprocessing Tape	date e not created	1	Drawing number	
	Brutto scrap %	31.9 %	Plates, mirror burning	0	Marking starts	14		COCHIN SHIPYAR		DESIGN DEPA	ARTMENT (HSD)
	Plate quality code	A	Used plate length	2150 mm	Number of parts	14		LIMITED	S032-DB05-A-11 S032-DB05-A-12	Nesting name S03	1DB07N08

