



INFRA PROJECTS DEPARTMENT

Tender No: INFRA/ISRF/250/2023

Date: 18.05.2023

NOTICE INVITING TENDER

Sealed competitive tenders in the prescribed form are invited on behalf of Cochin Shipyard Limited (CSL) from experienced firms for the work as mentioned below. Please refer Section-1 including Scope of Work, Time Schedule, etc & Section-2: Instruction to Bidders and General Terms and Conditions. The work pertains to the International Ship Repair Facility (ISRF) project of Cochin Shipyard Limited being taken up at Cochin Port premises at Willingdon Island, Kochi.

Name of Work	ENVIRONMENTAL MONITORING DURING THE CONSTRUCTION STAGE OF INTERNATIONAL SHIP REPAIR FACILITY (ISRF) PROJECT AT COCHIN PORT PREMISES
PAC	Rs. 4,41,320/-
Last Date of Receipt of Tender	09 June 2023 up to 03.00 PM
EMD	Rs. 8,830/-
TENDER COST	Rs. 500 + 12% GST i.e.Rs.560
Date of opening of Tender (Cover-1)	09 June 2023 up to 03.30 PM
Date of opening of Tender (Cover-2)	Will be informed later
Venue of Receipt / Opening of Tender	Infra Projects Department Main office Building Cochin Shipyard Ltd Kochi-682015

All the tender documents are available on Cochin Shipyard's website (www.cochinshipyard.in) and on Govt. website (<https://eprocure.gov.in>). The bidders can download the forms and use the same for submission of the tenders.

The quoted tender documents signed and complete in all respects shall be forwarded so that it reaches the office of Deputy General Manager (Infra Projects), Infra Projects Department, Cochin Shipyard Ltd, Kochi-682015 on or before 09 June 2023 at 03.00 PM. Any tender received after the due time on this date will be rejected.

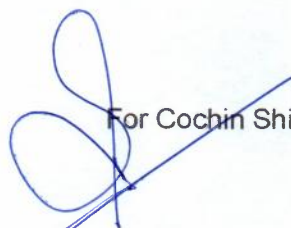


Bidder shall take notice and ensure that all the supporting documents shall strictly be submitted along with bid. Bids submitted without any of the supporting documents will be summarily rejected without any further clarifications

Officer - in - Charge for the above work

Name : Siyad M A
Designation : Asst. General Manager (Infra Projects-M)
Contact No (Ph) : 0484-2501268
Contact No (M) : 9995804298
E-mail : siyad.ma@cochinshipyard.in

Name : Akshay R
Designation : Project Officer (Infra Projects-M)
Contact No (Ph) : 0484-2501833
Contact No (M) : 7994470236
E-mail : akshay.r@cochinshipyard.in



For Cochin Shipyard Limited



Deputy General Manager (Infra Projects)

सियाद एम ए
SIYAD M A
सहायक महाप्रबंधक
Assistant General Manager
कोचीन शिपयार्ड लि.
Cochin Shipyard Ltd.
कोच्ची / Kochi - 15

COCHIN SHIPYARD LIMITED



**Cochin Shipyard Limited
Perumanoor P O
Kochi – 682015, Kerala
Tel: +91 484 2501268
Fax: +91 484 2370897, 2383902
Web: www.cochinshipyard.in**

ENVIRONMENTAL MONITORING DURING THE CONSTRUCTION STAGE OF INTERNATIONAL SHIP REPAIR FACILITY (ISRF) PROJECT AT COCHIN PORT PREMISES

TENDER ENQUIRY No.: INFRA/ISRF/250/2023

MAY 2023



SECTION-1

Cochin Shipyard Limited (CSL) invites sealed offers in two bid format for carrying out the **‘Environmental Monitoring during the construction stage of International Ship Repair Facility (ISRF) project at Cochin Port premises for one year, which may be further extended depending on project requirement for a maximum period of one year’**, as per the terms and conditions from the following firms:

- (i) **Having valid accreditation of National Accreditation Board for Testing & Calibration Laboratories (NABL) or recognized by MoEFCC**

1. OBJECTIVE:

Ministry of Environment, Forests & Climate Change (MoEFCC) had accorded Environmental and CRZ clearance for the ISRF project vide their letter no. 11-65/2013-IA-III dated 22 June 2017. Copy of the letter is placed as **Annexure-1**. This tender enquiry is for the monitoring of environmental parameters such as air quality, noise levels, marine water quality, soil quality, sediment quality and biological parameters during the construction stage of the project **“International Ship Repair Facility (ISRF) project at Cochin Port premises”**. Refer **Annexure-2** for details regarding location of the project site at Willingdon Island, Kochi. As per the present schedule, construction activities of the project are expected to be completed within the next 12 months.

2. SCOPE OF WORK:

The environmental parameters that are to be monitored at various locations during the construction stage of “International Ship Repair Facility (ISRF) project at Cochin Port premises” as per the Environmental Clearance (EC) / Coastal Regulation Zone (CRZ) clearance issued by the MoEFCC are as follows, but not limited to:

- (i) Ambient Air quality
- (ii) Noise levels
- (iii) Marine Water quality
- (iv) Soil quality
- (v) Sediment quality
- (vi) Biological parameters

The testing of samples shall be conducted in sophisticated laboratory (ies) having NABL accreditation or recognized by MoEFCC. The sampling and testing shall be as per the approved procedures of MoEFCC / Central Pollution Control Board (CPCB). Sampling locations shall be selected in line with the extant approved guidelines.

2.1.1 Ambient Air Quality:

The contractor shall carryout sampling at three locations (project site and two locations outside the project area) twice in a week throughout the year except monsoon for the



remaining construction period. Two sampling locations outside the project area shall be selected based on the predominant wind directions. Total no. of measurements for the construction period is envisaged as 216 nos. for Ambient Air Quality (AAQ) monitoring. The parameters are to be sampled and tested as per the method of measurement mentioned in the National Ambient Air Quality Standards issued by CPCB.

The contractor shall bring necessary approved and calibrated instruments such as High volume sampler, Respirable Dust Samplers with Gas Sampling Assembly, filter papers, etc. to monitor ambient air quality. The sampling apparatus / instrument shall be as per the approved list of the CPCB / MoEFCC. The flow rates for PM10 & PM2.5 and gaseous pollutants shall be strictly as per norms. The following parameters needs to be sampled and tested and the period of sampling shall be for 24 hours.

- (i) Particulate Matter (PM10) in $\mu\text{g}/\text{m}^3$
- (ii) Particulate Matter (PM2.5) in $\mu\text{g}/\text{m}^3$
- (iii) Sulphur Dioxide (SO_2) in $\mu\text{g}/\text{m}^3$
- (iv) Nitrogen Dioxide (NO_2) in $\mu\text{g}/\text{m}^3$
- (v) Carbon Monoxide (CO) in mg/m^3

2.1.2 Noise Levels:

The Contractor shall carry out noise level survey at four sampling locations in the work zone areas and boundary using Digital sound Level Meter as per the CPCB / MoEFCC norms and such survey shall be carried out throughout the remaining construction period of 12 months. Sampling has to be carried out once in a fortnight throughout the construction period during day and night. The noise level data shall be furnished in db(A) covering the minimum / maximum Leq (Equivalent noise levels) L10, L50, L90 noise levels. Results obtained on the field studies conducted are to be compared with the limits prescribed in Noise (Prevention, Control & Regulation) Rules, 2000. Raw data and the statistically evaluated parameters like L10, L50, L90 and Leq shall be reported for day time and night time separately for each noise location. Ldn (day & night) values shall also be calculated for each noise location.

2.1.3 Marine Water Quality:

The Contractor shall collect marine water samples from 4 locations (2 nos. from project site and one each from upstream and downstream) once in a three months both for low tide and high tide periods during the remaining construction period of 12 months (32 measurements / year). Method for sampling shall be Bottom sampler and analysis by using standard methods The parameters to be tested for various physio chemical and biological parameters such as pH, temperature, salinity, TDS, TSS, DO, BOD, hardness, alkalinity, chlorides, turbidity, conductivity, oil and grease, heavy metals.



2.1.4 Soil Quality Monitoring:

The Contractor shall collect soil samples from two sampling locations at project site once in a year during the remaining construction period of 12 months. Collection and analysis of samples shall be as per IS 2720. The parameters to be tested are pH, electrical conductivity, organic matter, organic carbon, phosphorous (as PO₄-3), total nitrogen (as N), potassium (as K), sodium (as Na), texture, sand, clay, silt, lead (as Pb).

2.1.5 Sediment Quality Monitoring:

The Contractor shall collect sediment samples at 4 locations (2 nos. from project site and one each from upstream and downstream) twice in a year during the remaining construction period of 12 months. Method for sampling shall be Peterson's Grab Sampler and analysis by using standard methods. The parameters to be tested are Organic C, Organic N and heavy metals.

2.1.6 Biological parameters:

The Contractor shall collect sediment samples at 2 locations covering upstream & downstream, twice in a year during the remaining construction period of 12 months. The parameters to be tested / monitored are Phytoplankton, Zooplankton and Benthic Communities.

2.2 Report Submission:

2.2.1 The contractor shall prepare and submit half yearly environmental monitoring reports. Reports shall be the compilation of data on ambient air quality, noise levels, soil quality, marine water quality, sediment quality and biological parameters as applicable. The report shall include the study area description, approach and methodology adopted, details of sampling locations, field data sheets, standard limits and discussion on the results and interpretations of the results. All the results shall be given in the units as specified in the respective standards. Photographs shall be taken during the surveys and should be submitted along with the Report.

The timing for submission of reports shall be in line with the time schedule insisted by MoEFCC for filing half yearly compliance reports. **Two copies of the report and soft copy via mail shall be submitted.** All the pages of the report should have sign and seal of the authorised authority of the contractor's firm / laboratory.

2.2.2 The frequency of sampling for monitoring various environmental parameters as detailed out above is only indicative and shall not be taken to be actual and correct quantum of work to be executed by the contractor in fulfilment of his / its obligations under the contract and CSL is not bound by any shortfall. The contractor shall neither be entitled nor be eligible to raise any claim on account of their laboratory equipments / manpower being idle on any day or for any period during the contractual completion period. As per



statutory / CSL requirement, the Engineer-In-Charge can increase or decrease the number of samples of various environmental parameters. In such case, payment will be released based on the accepted rate against each of the actual samplings carried out at site.

- 2.2.3** On submission of the half yearly monitoring report, if any clarification is sought by MoEFCC then the contractor is liable to provide such clarifications to the entire satisfaction of CSL / MoEFCC.

3. TIME SCHEDULE:

Contractor shall mobilize and commence the work within one week of receipt of the work order.

Report submission schedule is as follows:

SL No.	Deliverable	Schedule
1	Half yearly compliance report for the period April to Sept	Latest by 20 Oct
2	Half yearly compliance report for the period Oct to March	Latest by 20 April

4. PRICE BID SUBMISSION:

The amount shall be quoted in the prescribed price bid format enclosed as **Annexure-3**. Quotes shall include all costs for data collection including the cost of mobilization & demobilization of equipments, boat hiring charges, materials, labour, execution, supervision, data analysis, report preparation and all other overheads, profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). The invoices should be as per the provisions of GST law. The invoices should mandatorily contain the HSN code / SAC and GSTIN number along with other particulars. The GST charged should be separately indicated in the invoice.

Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence.

5. TERMS OF PAYMENT:

Bidders to note that no advance payment will be made by CSL against work order issued.

Payment will be due to the contractor on submission of half yearly monitoring report as per the 'Time Schedule' mentioned at para 3 above. Payment will be released to the contractor as per the accepted rates against the number of samplings carried out for the



environmental monitoring of Ambient Air quality, Noise levels, Marine Water quality, Soil quality, Sediment quality, Biological parameters during the half year period.

Payment will be released to the contractor within 15 days from the receipt of bill with all supporting documents. In case, any document is not enclosed initially, the above time limit will be reckoned only from the date of submission of such document. Payment will be made in Indian Rupees only.

6. BASIS FOR AWARD OF CONTRACT:

- 6.1** The work will be awarded to the bidder quoting the lowest cumulative amount for all the monitoring works listed in the Price bid format placed at **Annexure-3**.
- 6.2** **As per the present schedule, construction activities of ISRF project is envisaged to be completed within the next 12 months. However, due to any reasons if the construction period is getting extended, then the contractor has to carry out the environmental monitoring for the additional period as stipulated by CSL for a maximum period of one year depending on project requirement. This shall be without any change in the accepted rates and other terms & conditions of the contract.**
- 6.3** This work order will be issued subject to valid NABL accreditation / MoEFCC recognition of your lab during the entire period of the contract. If the validity expires during the contract period, renewed NABL accreditation / MoEFCC recognition shall be submitted before expiry. Non-compliance of the same will lead to termination of the contract.

7. LIQUIDATED DAMAGES:

In case of delay in completion of the work beyond the stipulated time period mentioned in the 'Time Schedule', LD shall be levied @ 1% per week subject to a maximum of 5 % of the contract value.

8. RESOURCES, MANPOWER, FACILITIES, POWER SUPPLY ETC.:

- 8.1** The contractor will have to bring and deploy requisite machinery, labours, tools, tackles, equipment, etc., exclusively for this project to execute the contract at their own cost and to the entire satisfaction of CSL. The instruments / materials brought for sampling shall have valid calibration certificates. Contractor has to submit the calibration certificates in original as and when required by CSL for verification purpose. Insurance for men and machineries / equipments are to be made by the contractor at their risk & cost. The instruments brought are to be declared at the Entry Gate of CSL-ISRF. No equipment shall be taken from monitoring sites without permission from CSL.
- 8.2** Electricity & water points required for carrying environmental monitoring within the project premises will be provided by CSL free of cost to the contractor. However, drawing of



power lines / cables etc. from the available source of power supply to the actual work site, providing switches and making connections etc. shall be arranged by the Contractor at his cost. All other inputs and arrangements required for completion of the work including boat hiring charges, if any shall be borne by the agency. For sampling locations outside the project premises, contractor has to arrange the power and all other facilities themselves.

- 8.3** The site will be available for work during office hours only. However if the Contractor wishes to carry out the work beyond normal working hours or on holidays, he should get specific approval from the Officer-in-Charge for ensuring safety, quality and to have effective supervision from Department.
- 8.4** All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour, labour union shall be the sole responsibility of the contractor. Workers engaged for works should have sufficient knowledge and experience in the respective fields.
- 8.5** It is the responsibility of the contractor to ensure that workmen engaged in the work should wear safety appliances like helmet, safety shoes, safety belts etc. and should strictly comply with CSL Safety Rules and Regulations in vogue. The contractor has to abide by all relevant Labour Regulations and enactments as applicable to the contractor and his / their workmen and as amended from time to time without causing or claiming any responsibility or liability thereof to CSL.

9. SECURITY DEPOSIT

- 9.1** Within seven days from the date of receipt of work order issued by CSL, the successful bidder shall furnish to CSL, a security deposit in the form of Bank Guarantee from a Nationalized / scheduled bank as per CSL format (refer **Annexure – 4**) / FDR / DD drawn in favour of Cochin Shipyard Ltd. for an amount equivalent to 5% of the order value excluding GST. The EMD remitted can be adjusted towards security deposit on request from the contractor.
- 9.2** Failure of the successful bidder to submit the required security deposit shall constitute sufficient grounds for the termination of the contract. The Security deposit shall remain in force until the satisfactory completion of the contract including extended period, if any and will be refunded to the contractor in not less than 30 days from the date of completion of work including submission of reports.
- 9.3** In the event of prevailing any of the following conditions, without valid reasons acceptable to CSL:
- The contractor abandons the contract
 - The contractor fails to commence the work
 - The contractor fails to carry out the work as per the terms & conditions of the work order in time



- The contractor suspends the work for long duration (30 days)

Under any of the above circumstances, CSL will terminate the contract and arrange the work through other agencies, as may be decided by CSL at the risk and cost of the contractor. In such case, security deposit will be forfeited. CSL will have the rights to terminate the contract within 15 days of notice forfeiting the EMD and Security Deposit and also to initiate alternative arrangements at the risk and cost of the contractor

- 9.4** Firms who are registered with NSIC and come under Micro and Small Enterprises holding a valid NSIC Certificate are exempted from Security Deposit.

10. EARNEST MONEY DEPOSIT (EMD) & TENDER COST:

- 10.1 Tenderers shall deposit an amount of Rs. 8830/- as Earnest Money Deposit (EMD) along with the tender.
- 10.2 Also, bidder shall deposit an amount of Rs.560/-(incl. 12% GST) as Tender Cost along with the tender.
- 10.3 The EMD and Tender Cost shall be remitted in the form of Demand Draft (DD) in favour of 'Cochin Shipyard Ltd.' payable at Kochi and shall be valid for a period of 3 (three) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank.
- 10.4 EMD of the successful tenderer will be refunded after remittance of the security deposit and execution of the agreement or EMD remitted can be adjusted towards security deposit on request from the contractor
- 10.5 EMD deposited with the Client will be forfeited,
- i) if bidder withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of his offer
 - ii) if the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.
 - iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order / commencement of work / submission of Security Deposit.
- 10.6 The relevant documents pertaining to the EMD should be enclosed in a separate sealed cover, super scribing the Tender Notice No. with Date in Cover-1.
- 10.7 Tenders received without EMD and Tender Cost will not be considered for evaluation.
- 10.8 Firms who are registered with NSIC and come under Micro and Small Enterprises holding a valid NSIC Certificate are exempted from EMD.



11. SIGNING OF AGREEMENT

For the proper fulfilment of the contract, the contractor shall execute an agreement within seven days from the date of receipt of work order for the work in the required non-judicial stamp paper (Rs. 200/-) in the format given as “Agreement Form” given by CSL. (Refer **Annexure – 5**)

12. SUSPENSION OF WORK / ASSIGNMENT

If any of the following events shall have happened and be continuing, CSL may, by written notice to the Contractor, suspend in whole or in part, payment due thereafter to the Contractor under the contract:

- A default shall have occurred on the part of the Contractor in the execution of the contract.
- Any other condition which makes it unable for either party by reason of “Force Majeure” as referred to in Clause 15 in this Section to successfully carry out the Work / Assignment or to accomplish the purpose of the contract.

13. TERMINATION WORK / ASSIGNMENT

13.1 Termination of work / Assignment by CSL

If any of the following events shall have happened and be continuing, CSL may, by written notice to the Contractor, terminate the contract.

- Any of the conditions referred to under Clause 15 in this section, shall continue for a period of two weeks after CSL shall have given written notice to the Contractor of the suspension of payment to the Contractor under the contract.
- In any event as depicted in 9.3, CSL may terminate the contract at any time by giving not less than two weeks prior notice to the contractor.

14. TERMINATION PROCEDURE

14.1 Upon termination of the Contract under Clause 12, in this Section or receipt of notice of termination, the Contractor shall take immediate steps to terminate the Work / Assignment in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum.

14.2 Upon termination of the contract (unless such termination shall have been occasioned by the default of the Contractor), the Contractor shall be entitled to be reimbursed in full of



such costs as shall have been duly incurred for successfully completed works as per contract, prior to the date of such termination.

15. FORCE MAJEURE

- 15.1** If either party is temporally unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues;
- 15.2** Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause (15.1) above or delays arising from such event; Any additional cost on escalation in the amount shall not be allowed on account of force majeure.
- 15.3** The term “Force Majeure” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Pandemics, Land Slides, Earth Quakes, Storms, Lightning, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome.”

16. DISPUTE BETWEEN THE CONTRACTOR AND CSL

Any dispute(s) or differences arising out of or in connection with the contract shall, to the extent possible, be settled amicably between CSL and the contractor.

This contract is subject to the law of India. Any further disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Ernakulum, Kerala, India



SECTION-2

INSTRUCTION TO BIDDERS AND GENERAL TERMS & CONDITIONS

Cochin Shipyard Limited (CSL) invites sealed offers in two bid format for carrying out 'Environmental Monitoring during the construction stage of International Ship Repair Facility (ISRF) project at Cochin Port premises'.

Instructions, General information and procedures for submission of proposal

1. Please note the cost of preparing the proposal including visits to CSL and the project site at Willingdon Island, Kochi, if any are not reimbursable by CSL.

2. **Amendment to Tender Document:**

At any time before the submission of proposals, CSL may, for any reasons may modify the tender documents by amendment. Corrigendums if any issued for this effect will be available only in website: <https://cochinshipyard.in/tender> or <https://eprocure.gov.in>. Firms are therefore requested to monitor the website till the last date of submission. CSL may at its discretion extend the deadlines for the submission of proposals.

3. **Brief Description of Bidding Process:**

- a. CSL intends to follow Single stage two bid process for the selection of contractor for carrying out 'Environmental Monitoring during the construction stage of International Ship Repair Facility (ISRF) project at Cochin Port premises'.

Part 1: Technical Bid

Part 2: Price Bid

- b. For the purpose of the Part-1, the bidders are required to submit documents listed in Clause 4.6 as part of Technical Bid.
- c. Under Part-2, the Price Bid of bidders who qualifies in Part-1 will only be opened. The Price Bid shall be submitted as per the format given in **Annexure-3** titled "**Price bid format**".

4. **OTHER TERMS & CONDITIONS:**

- 4.1 **CSL's Right to Accept or Reject Proposal:**

Notwithstanding anything contained in this Tender Document, CSL reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.



CSL reserves the right to invite revised Technical bids and /or revised Price Bids from bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.

CSL reserves the right to reject any offer if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the offer.
- (c) The firm is under a declaration of ineligibility issued by Govt. of India / Any State Govt. in India / Public Sector Undertakings.

4.2 Contents of Tender Document:

The Tender Document comprises the contents as mentioned in this document and would additionally include Addenda or corrigenda if any, issued in accordance with clause 2 above.

4.3 Format of Bid:

- a. Bidders would provide all the information as per this Tender Document and in the specified formats. CSL reserves the right to reject any offer that is not in the specified formats.
- b. The bidder shall submit one original bid clearly marked "**ORIGINAL**". The offer shall be typed or printed or prepared in indelible ink and all the pages shall be signed by the bidder.
- c. The bid must contain no interlineations or overwriting except as necessary to correct errors made by the contractor themselves, in which cases such corrections must be initialled by the person or persons signing the proposal.
- d. Completed technical and price bids must be delivered on or before the time and date as stated in Notice Inviting Tender (NIT).

4.4 Sealing and Marking of Offers:

- a. The Bidder shall seal the Technical Bid and the Financial Bid in separate envelopes, duly marking the envelopes as '**PART-I TECHNICAL BID**' and '**PART-2 PRICE BID**'. These envelopes shall then be sealed in an outer envelope.
- b. Each envelope shall indicate the name and address of the bidder. The envelopes shall clearly bear the following identification: "**Title - Environmental monitoring during the**



construction stage of International Ship Repair Facility (ISRF) project at Cochin Port premises”.

- c. The envelope shall be addressed to :

**Deputy General Manager (Infra Projects)
Infra Projects Department
Cochin Shipyard Limited
Perumanoor P O, Kochi - 682015
Kerala
Tel # 0484 2501825**

- d. If the envelope is not sealed and marked as instructed above, the offer may be deemed to be non-responsive and would be liable for rejection. CSL assumes no responsibility for the misplacement or premature opening of such bids.

4.5 Preparation and Submission of Bid:

The offer and all related correspondence and documents should be written in English language. Supporting documents and printed literature furnished by Bidder with the offer may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in English language. Supporting documents, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bids, English language translation shall prevail.

4.6 First envelope titled as "TECHNICAL BID":

Bidders are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at contractor's own risk and may result in rejection of offer. The technical bid shall contain the following:

- a. Application letter as per **Annexure-6**.
- b. Bidder shall submit an undertaking as per format placed at **Annexure-7**.
- c. A forwarding letter detailing contents of the offer including list of enclosed documents.
- d. Signed Copy of NABL accreditation or MoEFCC recognition document.
- e. Unpriced price bid (**Annexure-3**) indicating rates and figures as 'Quoted'.
- f. Earnest Money Deposit (EMD) Rs.8830/- (Rupees Eight Thousand Eight Hundred and Thirty only) in the form of Demand Draft drawn in favour of Cochin Shipyard Limited, on any Nationalized / Scheduled Bank having its branch at Cochin.



- g. Tender Cost of Rs. 560/- (Rupees Five Hundred and Sixty only) in the form of Demand Draft drawn in favour of Cochin Shipyard Limited, on any Nationalized / Scheduled Bank having its branch at Cochin.
- h. NSIC Registration details and valid NSIC certificate for MSME's.
- i. All pages of tender documents including amendments, if any shall be signed and duly sealed by the bidder as a token of the acceptance of all terms & conditions stated therein.
- j. Exclusions / Deviations, if any.

NOTE: CONTRACTOR MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN THE ENVELOPE OF TECHNICAL BID. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED FIRM.

4.7 Second Envelope titled "PRICE BID":

Bidders are to carefully go through the tender documents and shall agree to CSL terms and conditions, specifications, scope of work etc and quote their offer accordingly. The Bidder shall fill-in rates and prices for all items of the work described in the Price bid format. The rates and prices accepted by the Bidder shall be fixed for the duration of the contract and further extendable to one more year.

Bidders shall quote amount in figures and in words. In case of discrepancy between figures and words, the value indicated as words will be consider as correct and the total amount will be calculated accordingly. Corrections and additions if any must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, the rate quoted will be considered as correct and the total amount will be calculated accordingly. Conditional rebates & discounts, incomplete / ambiguous offers are likely to be rejected.

In this envelope, the bidders shall indicate the rate for sampling, the corresponding total amount for each parameter, GST amount @ 18% and Grand Total as per the price bid format placed at **Annexure-3**.

4.8 Due Date for Submission of Offers:

Offers shall be submitted up to 1500 hours Indian Standard Time (IST) on **09 June 2023** at the address provided in clause 4.4.c in the manner and form as detailed in this tender Document. Offers submitted by facsimile transmission, telex or e-mail will not be acceptable.

CSL, at its sole discretion, may extend the Tender Due Date by issuing an Addendum if any by email.



Tenders dully filled shall be deposited at the tender box kept at the Infra Projects Dept., Main office Building, Cochin Shipyard Limited. In case of tender submitted by post/courier, CSL will not be responsible for any delay in postal/courier service.

4.9 Late Proposal:

Any Proposal received by CSL after 1500 hours IST on **09 June 2023** will not be accepted.

4.10 Validity of Offer:

The offers shall be valid for a period of 90 days from the Due Date of submission of the Tender Document.

4.11 Scrutiny and Evaluation of Bids:

a. Responsiveness of bid :

The bids received on time, accompanied by the requisite documents sought by CSL shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Tender Document. An offer shall be treated non-responsive for any or all of the following reasons:-

- i. All the information as indicated in the Tender Document is not furnished.
- ii. Validity of offer not confirmed.
- iii. Offer not signed and sealed in the manner as prescribed in Tender document.
- iv. The offer and supporting documents show significant variations and or inconsistency (ies).

A non-responsive offer shall be rejected at this stage and the second envelope of concerned bidder(s) will not be opened.

b. Scrutiny of Technical Bid :

Responsive bids shall be examined in detail for their technical contents. Compliance to the 'Scope of work' specified by CSL, shall be checked.

In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing.

c. Opening and evaluation of second envelope viz., Price Bid:

Price bid of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy CSL requirements will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of price bids will be conveyed to qualified bidders.

Price bids with any counter conditions or ambiguous remarks shall be rejected.



5. Award of Assignment /Services:

The contract will be awarded to the bidder quoting the lowest Grand Total amount in the Price bid. CSL will notify the successful bidder who submitted the lowest price bid among the qualified bidders in technical evaluation, in writing by registered letter, cable telex or facsimile and invite it to negotiate the Contract, if required.

6. Extension of validity of offers:

If it becomes necessary, CSL may request the parties, in writing, to extend validity of proposals. The parties shall have the right to refuse such extension.

7. List of Annexure:

- Annexure-1: EC letter issued for ISRF project
- Annexure-2: Location of ISRF project
- Annexure-3: Price bid format
- Annexure-4: Format of BG for Security Deposit
- Annexure-5: Format of Agreement
- Annexure-6: Application letter
- Annexure-7: Format of Undertaking by Bidder

Deputy General Manager (Infra Projects)

सियाद एम ए
SIYAD M A
सहायक महाप्रबंधक
Assistant General Manager
कोचीन शिपयार्ड लि.
Cochin Shipyard Ltd.
कोच्ची /Kochi - 15



Annexure-1

F.No.11-65/2013-IA-III
Government of India
Ministry of Environment, Forest and Climate Change
(IA.III Section)

Indira Paryavaran Bhawan,
Jor Bagh Road, New Delhi - 3

Date: 22nd June, 2017

To,
The General Manager (Projects & Maintenance),
M/s Cochin Shipyard Limited,
Administrative Building, Perumanoor P.O.,
Kochi, Kerala- 682 015

Fax: 0484-2370897/2383902

Subject: Augmentation of existing ship repair facility at Cochin Port of District Ernakulam, Kerala by M/s Cochin Shipyard Ltd - Environmental and CRZ Clearance - reg.

Sir,
This has reference to your online Proposal No. IA/KL/MIS/22905/2013 dated 6th October, 2015, submitted to this Ministry for grant of Environmental and CRZ Clearance in term of the provisions of the Environment Impact Assessment (EIA) Notification, 2006 and Coastal Regulation Zone (CRZ) Notification, 2011, under the Environment (Protection), Act, 1986.

2. The proposal for grant of environmental and CRZ clearance to the project '**Augmentation of existing ship repair facility at Cochin Port of District Ernakulam, Kerala by M/s Cochin Shipyard Ltd**' was considered by the Expert Appraisal Committee (Infra-2) in its meeting held on 18th - 20th November, 2015, 23rd - 24th May, 2016, and 24th - 25th November, 2016.

3. The details of the project, as per the documents submitted by the project proponent, and also as informed during the above said EAC meeting, are reported to be as under:-

(i) M/s Cochin Shipyard Ltd has proposed for augmentation of existing ship repair facility at Cochin Port of District Ernakulam, Kerala. Existing Cochin Ship Repair Facility was established in 1938 at Wellington Island with a dry dock and one afloat berth having the following features: i) Dry Dock – 66m length, 12.5m width and 4m depth ii) Two Cranes iii) Afloat repair berth of 90m length without any crane capacity Existing facility is capable of only accommodating maximum size of ships length ≤ 64 m, breadth ≤ 12.5 and draught of 4m. Total area required for the proposed project is 17 ha (Land) + 15 ha (water front) area.

(ii) It is reported that Mangalavanam Bird Sanctuary is located at distance of 4.3 km. Proposed activities within 17 ha port area allocated by Cochin Port Trust to Cochin ship Yard. No additional reclamation or land acquisition is required.

(iii) Details of the existing facilities are as given below:

Shoreside Facilities

1. Graving dock of size 66mx12.5mx7m
2. Afloat repair berth (L jetty) 90mx10m

**Landside Facilities**

1. Main workshop building (3885 sqm)
2. Administrative Office Building (544 sqm)
3. Technical Staff Building (309 sqm)
4. Canteen Building (860 sqm)
5. Warehouse complex (3650 sqm)

(iv) Following are the proposed facilities, ISRF:

S. No.	Production area	Main dimensions (preliminary)	Total area [m ²]
New Facilities			
1.	Ship lift	135m x 27m Lifting capacity: 6,000T	3,645
2.	Transfer section	"A" 132m x 90m	11,880
3.	Transfer section "B"	132m x 90m	11,880
4.	Work stations "NORTH"	135m x 115m 2 workstations	12,150
5.	Work station	"SOUTH" 135m x 115m 2 workstations	12,150
6.	Jetty 1	300m x 29m	8,700
7.	Jetty 2	537m x 15m	8,055
8.	Electrical / electronic workshop	35m x 25m	875
9.	Engine repair shop	35m x 25m	875
10.	Pipe shop /boiler repair	70m x 25m	1,750
11.	Steel fabrication / Locksmith shop	70m x 25m	1,750

(v) In addition to the above mentioned workshops and work areas a number of ancillary buildings and areas are necessary for the ISRF process. These ancillary buildings / areas and stations will include:

- a) Stores, e.g. store for outfitting material, paint store, grit store, store for staging material
- b) Maintenance areas, e.g. utilities maintenance and service, maintenance area for cranes and fork lifts
- c) Administration buildings, information office
- d) Social buildings / facilities, e.g. hygiene centres, toilets, canteen, first aid
- e) Security facilities, fire station
- f) Electrical and mechanical service stations and buildings, substations, distribution
- f) facilities, water supply and wastewater, compressors Internal heavy transport management
- g) Waste and scrap management
- h) Work areas and facilities for subcontractors (including social facilities)

(vi) Water requirement from Kerala Water Authority (KWA) for proposed facility complex will be 528 m³ /day. The storm water collected from the facility will be let out in seawater after treating it in the effluent treatment plant.



- (vii) The effluent from process, shops/areas, workstation, oil and grease will be treated in ETP having capacity of 500 m³/day. The wastewater generated from the toilets, bathrooms and other areas in the operation building will be treated in the Sewage Treatment Plant (STP). Two STPs of capacity 25 KLD and 15 KLD are proposed.
 - (viii) The solid waste generated from various processes will be collected and disposed as per the Municipal Solid Waste Management Rules, 2000. Scrap and waste bins for separate collection of different materials and waste. Recyclable waste including scarp will be sold to the identified vendors approved by Kerala State Pollution Control Board. Construction and demolition (C&D) waste will be generated during the modernization of the existing Cochin Ship Repair facility to International Ship Repair Facility.
 - (ix) The dredging will ensure sufficient draft. The total quantity of the dredged material is estimated to be 600,000 m³ and it will be disposed to the identified one of two dumping ground locations in the outer sea about 21km away from the project site.
 - (x) **SCZMA Recommendations:** The Kerala Coastal Zone Management Authority (KCZMA) has recommended the project vide their letter No. 3223/A2/15/KCZMA/S&TD dated 7th September 2015.
 - (xi) **Investment/Cost:** The total cost of the project is Rs. 970.00 crores.
 - (xii) **ToR Details:** TOR was granted for the project vide letter No.11-65/2013-IA-III dated 10th December, 2013.
 - (xiii) **Public Hearing:** Public hearing was conducted on 24th March, 2015.
 - (xiv) **Employment potential:** Construction phase, it will provide job opportunities to about 200 skilled and 350 unskilled manpower. The project will provide employment to about 2000 employees when the facility becomes fully operational.
 - (xv) **Benefits of the project:** The establishment of a new International Ship Repair Facility by CSL for undertaking repair of small and medium size vessels along with other maritime related facilities will lead to the development of ancillary industries. ISRF will attract ship repair orders which are presently done in Sri Lanka, Malaysia etc. and thus will earn Foreign Revenue. This will boost up the benefits of ISRF as well as contribute towards economic advancement of the entire region. Enhancement of the infrastructure facilities due to ISRF project along with other basis facilities (transport, commutation, health etc.) is likely to provide a boost to the local economy and enhance the quality of life of the people living in and around the region.
4. The Expert Appraisal Committee (Infra-2), after detailed deliberations on the project, has recommended the project for grant of Environmental and CRZ Clearance. As per recommendations of the EAC, the Ministry of Environment, Forest and Climate Change hereby accords Environmental and CRZ Clearance for the project '**Augmentation of existing ship repair facility at Cochin Port of District Ernakulam, Kerala by M/s Cochin Shipyard Ltd**', under the provisions of the EIA Notification, 2006 and CRZ Notification, 2011 and amendments thereto and circulars issued thereon and subject to the compliance of the following specific and general conditions as under:-

A. SPECIFIC CONDITIONS:

- (i) Construction activity shall be carried out strictly according to the provisions of CRZ Notification, 2011. No construction work other than those permitted in Coastal Regulation Zone Notification shall be carried out in Coastal Regulation Zone area.



- (ii) All the conditions stipulated by MoEF&CC, Regional Office (Southern Zone) vide letter No. 4-KLB1112/2017-BAN/197 dated 7th June, 2017 shall be complied with.
- (iii) The environmental clearance is subject to obtaining prior clearance for Wildlife from the Standing Committee of the National Board for Wildlife.
- (iv) All the recommendations and conditions specified by Kerala Coastal Zone Management Authority shall be complied with.
- (v) As proposed, PP shall carry out mangroves plantation in 2 ha. land and maintain.
- (vi) The Project proponent shall ensure that no creeks or rivers are blocked due to any activities at the project site and free flow of water is maintained.
- (vii) Shoreline should not be disturbed due to dumping. Periodical study on shore line changes shall be conducted and mitigation carried out, if necessary. The details shall be submitted along with the six monthly monitoring report.
- (viii) The ground water shall not be tapped within the CRZ areas by the PP to meet with the water requirement in any case.
- (ix) All excavation related dewatering shall be as duly authorized by the CGWA. A NOC from the CGWA shall be obtained for all dewatering and ground water abstraction
- (x) A detailed marine diversity conservation management plan based on possible environmental impacts shall be drawn up and implemented as suggested by the National Institute of Oceanography or any other institute on marine ecology. The plan should include the management of marine and intertidal biotopes, corals and coral communities, sea grasses and sea weeds, subtidal habitats, fishes, other marine flora and fauna(Micro, macro and mega) including turtles, birds and marine mammals as also productivity.
- (xi) Shrouding shall be carried out in the work site enclosing the dock/proposed facility area. This will act as dust curtain as well achieving zero dust discharge from the site. These curtain or shroud will be immensely effective in restricting disturbance from wind in affecting the dry dock operations, preventing waste dispersion, improving working conditions through provision of shade for the workers.
- (xii) Dust collectors shall be deployed in all areas where blasting (surface cleaning) and painting operations are to be carried out, supplemented by stacks for effective dispersion.
- (xiii) The work space shall be maintained as per international standards for occupational health and safety with provision of fresh air respirators, blowers, and fans to prevent any accumulation and inhalation of undesirable levels of pollutants including VOCs.
- (xiv) The diesel generators shall be used as back-up power supply and shall be run only during power cuts. Low sulphur content fuel will be used for the generators and will be subjected to periodical maintenance and servicing. This will cut down on emission volume to a considerable extent. Also, the DG sets will be provided with mufflers for pollutant emission control.
- (xv) Necessary arrangements for the treatment of the effluents and solid wastes must be made and it must be ensured that they conform to the standards laid down by the competent authorities including the Central or State Pollution Control Board and under the Environment (Protection) Act, 1986.
- (xvi) All measures shall be taken during the excavation activity as deemed necessary from the geotechnical investigation of the soil and ground water profile.



- (xvii) Construction activity related wastes (C & D waste) shall be disposed off as per Solid Waste Management Rule, 2016.
- (xviii) All such solid and hazardous wastes including onboard wastes (while ships dock at the site) will be handled as per the Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016.
- (xix) Silt curtains shall be used to contain the spreading of suspended sediment during dredging within the dredging area.
- (xx) The dredging schedule shall be so planned that the turbidity developed is dispersed soon enough to prevent any stress on the fish population.
- (xxi) Earth protection work shall be carried out to avoid erosion of soil from the shoreline/boundary line from the land area into the marine water body.
- (xxii) No ships docking at the proposed project site will discharge its on-board waste water untreated in to the estuary/ channel. All such wastewater load will be diverted to the proposed Effluent Treatment Plant of the project site.
- (xxiii) All effluent generated in the existing and proposed ship repairing centre shall be drained in to the ETP having capacity 300 KLD and equipped to treat the effluent into dischargeable standards. The oil-water separator of the ETP shall remove any unwanted oil & grease content from the effluent. The ETP shall be equipped to treat such effluent including the bilge water and other ship discharges to meet the general standards for discharge of effluent in marine coastal areas before disposal in to the channel. Ballast water from ships shall be stored at the facility and will be used in refilling of same before release of ships back into water.
- (xxiv) Workers shall be strictly enforced to wear personal protective equipments like dust mask, ear muffs or ear plugs, whenever and wherever necessary/ required. Special visco-elastic gloves will be used by labour exposed to hazards from vibration.
- (xxv) In case of repair of any old vessels, excessive care shall be taken while handling Asbestos & Freon gas. Besides, fully enclosed covering should be provided for the temporary storage of asbestos materials at site before disposal to CTSDf.
- (xxvi) Safety training shall be given to all workers specific to their work area and every worker and employee will be engaged in fire hazard awareness training and mock drills which will be conducted regularly. All standard safety and occupational hazard measures shall be implemented and monitored by the concerned officials to prevent the occurrence of untoward incidents/ accidents.
- (xxvii) The commitments made during the Public Hearing and recorded in the Minutes shall be complied with letter and spirit. A hard copy of the action taken shall be submitted to the Ministry.

B. GENERAL CONDITIONS:

- (i) Appropriate measures must be taken while undertaking digging activities to avoid any likely degradation of water quality.
- (ii) Full support shall be extended to the officers of this Ministry/ Regional Office at Bhubaneswar by the project proponent during inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigation measures and other environmental protection activities.



- (iii) A six-Monthly monitoring report shall need to be submitted by the project proponents to the Regional Office of this Ministry at Bhubaneswar regarding the implementation of the stipulated conditions.
- (iv) Ministry of Environment, Forest and Climate Change or any other competent authority may stipulate any additional conditions or modify the existing ones, if necessary in the interest of environment and the same shall be complied with.
- (v) The Ministry reserves the right to revoke this clearance if any of the conditions stipulated are not complied with the satisfaction of the Ministry.
- (vi) In the event of a change in project profile or change in the implementation agency, a fresh reference shall be made to the Ministry of Environment, Forest and Climate Change.
- (vii) The project proponents shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.
- (viii) A copy of the clearance letter shall be marked to concerned Panchayat/local NGO, if any, from whom any suggestion/ representation has been made received while processing the proposal.
- (ix) A copy of this clearance letter shall also be displayed on the website of the concerned State Pollution Control Board. The Clearance letter shall also be displayed at the Regional Office, District Industries centre and Collector's Office/ Tehsildar's office for 30 days.

5. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.

6. The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental and CRZ Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment, Forest and Climate Change at <http://www.envfor.nic.in>. The advertisement should be made within Seven days from the date of receipt of the Clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry at Bangalore.

7. This clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No. 460 of 2004 as may be applicable to this project.

8. Any appeal against this clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

9. Status of compliance to the various stipulated environmental conditions and environmental safeguards will be uploaded by the project proponent in its website.

10. A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the company by the proponent.

11. The proponent shall upload the status of compliance of the stipulated Clearance conditions, including results of monitored data on their website and shall update the same




periodically. It shall simultaneously be sent to the Regional Office of MoEF&CC, the respective Zonal Office of CPCB and the SPCB.

12. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated Clearance conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF&CC, the respective Zonal Office of CPCB and the SPCB.


13. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of Clearance conditions and shall also be sent to the respective Regional Office of MoEF&CC by e-mail.

14. The above stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification 1994, including the amendments and rules made thereafter.


(Dr. Vinod K. Singh)
Scientist D

Copy to:

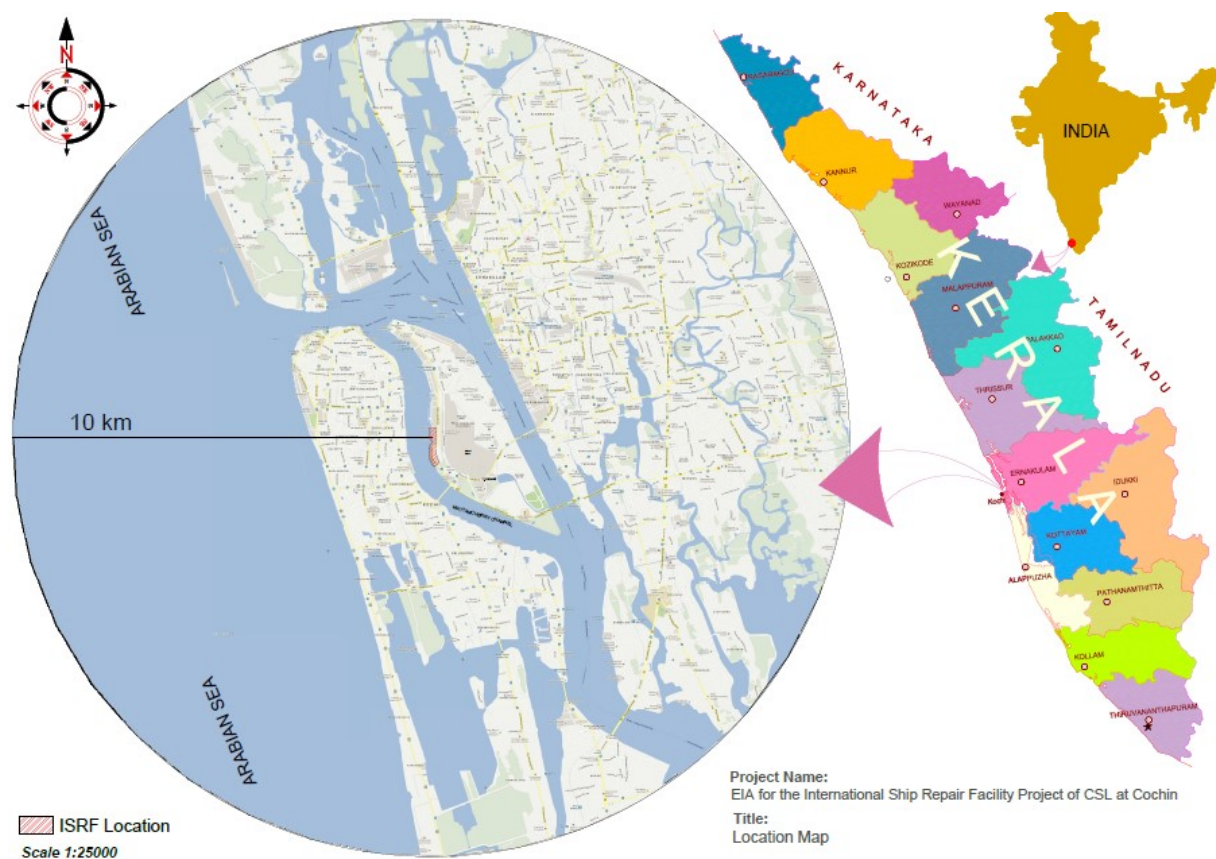
1. The Additional Chief Secretary, Department of Environment & Climate Change, Pallimukku, Pettah P.O. Thiruvananthapuram – 695 024.
2. The Chairman, CPCB, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi – 32.
3. The Additional Principal Chief Conservator of Forests (C), Ministry of Environment, Forests and Climate Change, Regional Office (SZ), Kendriya Sadan, 4th Floor, E&F Wings, 17th Main Road, Koramangala II Block, Bangalore – 560034.
4. The Member Secretary, Kerala State Pollution Control Board, Plamoodu Junction, Pattom Palace, P.O. Thiruvananthapuram – 695 004.
5. Guard File.
6. Monitoring Cell, MoEF&CC.


(Dr. Vinod K. Singh)
Scientist D



Annexure-2

Location of ISRF project





Annexure-3

FORMAT OF PRICE BID

Name of Work: ENVIRONMENTAL MONITORING DURING THE CONSTRUCTION STAGE OF ISRF PROJECT FOR 1 YEAR						
Name of the Vendor:						
SI No	Environmental attributes as per scope of work	No. of Samplings for 1 year	Unit Rate per Sampling		Total Amount	
			Figures	Words	Figures	Words
1	Ambient Air Quality	216				
2	Noise Levels	96				
3	Marine Water Quality	32				
4	Soil Quality Monitoring	2				
5	Sediment Quality Monitoring	8				
6	Biological parameters	4				
Total						
GST @ 18 %						
Grand Total						



Annexure-4

**PROFORMA OF BANK GUARANTEE FOR
SECURITY DEPOSIT**

(On stamp paper of value Rs.200/-)

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee Cover From.....
Last Date of Lodgement of Claim.....

1. In consideration of the Cochin Shipyard Limited (hereinafter called CSL) having agreed to exempt.....(hereinafter called "The said Contractor(s)" from the demand, under the terms and condition of an Agreement between CSL andfor the execution of the work ofas per work order No.....dated..... (hereinafter called "the said agreement") of Security Deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rupees.....only)
We.....(Name of Bank) (hereinafter referred to as "the Bank) at the request of.....contractor(s) do hereby undertake to pay to CSL an amount not exceeding Rs(Rupees.....only) on demand.
2. We (name of bank)....., do hereby unconditionally and irrevocably undertake to pay the Employer to the extent of Rs...../(Rs..... Only) without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or suffered by the Employer by reason of breach by the Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the (name of bank)..... shall be conclusive as regards to the amount due payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../(Rs..... Only)
3. Our liability under this present guarantee is absolute and unequivocal and we undertake to pay the Employer the amount so demanded without seeking the consent of the Contractor and notwithstanding the raising any dispute and/or disputes or filing any suit or proceeding before any court or tribunal Authority. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor shall have no claim against us for making such payment.



ENVIRONMENTAL MONITORING DURING THE CONSTRUCTION STAGE OF ISRF PROJECT AT COCHIN PORT PREMISES

4. Notwithstanding anything to the contrary, Employer's decision as to whether the Contractor has made any default or defaults and the amounts to which Employer is entitled by reason therefore shall be binding on us and we shall not be entitled to ask the Employer to establish the claims under the guarantee but will pay the same on demand without objection.
5. We, (name of bank),....., further agree that the guarantee herein contained shall remain in full force and effect during the periods that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.
6. This guarantee shall not be recoverable by us except with the written consent of the Employer and shall continue to be enforceable till should it be necessary to extend this guarantee beyond the said date. we undertake to extend the validity of this guarantee for such further period as may be required by the Employer, subject to the Employer giving in writing to Contractor the request for extension, and such extension shall be given before the expiry of the forthwith become payable to the Employer, notwithstanding that the contract is continuing and/or the Employer has or has not terminated the contract or preferred any claim against the Contractor.
7. We (name of bank)...., further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of guarantee by the said Contractor from time to time or to postpone for any time or from time to time exercise any of the powers exercisable by the Employer against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or any indulgence which under the law relating to sureties, would but for this provision, have effect of so relieving us.
8. This guarantee shall not in anyway be affected due to change in our constitution or by your taking or varying or giving up any securities from the Contractor or any other person, firm or Employer on its behalf or by change in the constitution, winding up, dissolution, insolvency or death as the case may be of the contractor.



9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our right of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.
10. We, (name of bank)..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
11. Notwithstanding anything contained herein above:
 - a. Our Liability under this guarantee shall not exceed Rs...../-
(Rs..... Only).
 - b. This Bank Guarantee shall be valid up to and including and
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this Guarantee.

Dated theday of.....

SIGNATURE AND SEAL OF BANK

FULL ADDRESS OF THE BANK



Annexure-5

Format of Agreement

AGREEMENT No.

Dt.

Articles of agreement executed this day of October between **THE DEPUTY GENERAL MANAGER, (INFRA PROJECTS DEPARTMENT), COCHIN SHIPYARD LIMITED, COCHIN-15** acting for and on behalf of Cochin Shipyard Limited, Cochin-15 (hereinafter called the "Cochin Shipyard Limited") of the one part and **M/s.**(hereinafter called "CONTRACTOR") of the other part.

Whereas the contractor has submitted the quotation for the work of ""

AND WHEREAS the Cochin Shipyard Limited, have been pleased to accept the said quotation and the terms and conditions of work order No. dated

NOW THESE presents witness and it is hereby mutually agreed as follows:

1. The contractor shall undertake to carry out the said work according to the specifications, terms and conditions attached herewith.
2. In case the contractor fails to carry out the said work tendered for by him within, part or in full, the time provided of or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed then and in any such case, it shall be lawful for the Cochin Shipyard Limited (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case the Cochin Shipyard Limited shall have incurred, sustained or been put to any cost, damages or expenses by reason of this contract having been so put an end to or in case any differences in price, compensation, loss, cost, damages, expenses or other moneys shall then or at any time during the continuance of this contract be payable by the contractor to the Cochin Shipyard Limited under or by virtue of this contract it shall be lawful for the Cochin Shipyard Limited from and out of any moneys for the time being payable or owing to the contractor from the Cochin Shipyard Limited , under or by virtue of this contract or otherwise to pay and reimburse to the Cochin Shipyard Limited, all such costs, damages and expenses they may have sustained , incurred or been put to by reason of this contract having been so put an end to aforesaid and also such differences in price, compensation, loss, costs, damages, expenses or other moneys shall for the time being be payable by the contractor aforesaid.
3. All expenses and damages caused to Cochin Shipyard Limited by any breach of all or any of the terms of this contract by the contractor shall be paid by the contractor to the Cochin Shipyard Limited and may be recovered from him.



The Work Order No. dated and the terms and conditions of the work attached form an integral part of this agreement.

In witness where of the parties here to have been here unto set their hands the day and year first above written.

DEPUTY GENERAL MANAGER, Infra Projects Department
acting for and on behalf of COCHIN SHIPYARD LIMITED

In the presence of

Witness: 1.
2.

(Signed Sealed and Delivered by)
(The name and address of the Contractor)

Witness: 1.
2.



Annexure-6

APPLICATION LETTER
(On the Letter head of the Bidder)

Date:

To,

Deputy General Manager
Infra Projects Department
Cochin Shipyard Limited
Perumanoor P O, Kochi - 682015
Kerala , India

Sub: “Environmental Monitoring during the construction stage of International Ship Repair Facility (ISRF) project at Cochin Port premises”

Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above.

We are enclosing our Proposal including Technical Proposal in original and Financial Proposal in original with the details as per the requirements of the Proposal Documents, for your evaluation.

It is further noted that it is not permissible to put any remarks / conditions in the tender enclosed in “Financial Proposal”. I / We agree that the tender shall be rejected and ACCEPTING AUTHORITY shall, without prejudice to any other right or remedy.

It is also stated that: “We are not under a declaration of ineligibility issued by Govt. of India / Any State Govt. in India / Public Sector Undertakings.”

We hereby unconditionally accept the terms & conditions of the tender document in its entirety for the subject work.

The offer is valid up to 90 days from the due date of submission of the proposal document.

The required EMD for this work is enclosed.

Signature
(Authorized Signatory)



Annexure-7

UNDERTAKING BY BIDDER

**ENVIRONMENTAL MONITORING DURING THE CONSTRUCTION STAGE OF ISRF PROJECT AT
COCHIN PORT PREMISES**

Tender No:

“I/WE HEREBY SOLEMNLY AFFIRM AND AGREE TO COMPLY WITH ALL CONDITIONS OF TENDER BY CSL AND CONFIRM THAT RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES, ALL CESS AND DUTIES BUT EXCLUDING GOODS AND SERVICES TAX. I/ WE ALSO CONFIRM THAT PART-II (PRICE BID) DO NOT CONTAIN ANY CONDITIONS.”

“I/WE HEREBY SOLEMNLY AFFIRM AND AGREE TO HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESSES SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID.”

Date:

Name of the Firm

Signature of Authorised Personnel