

# TENDER ENQUIRY

Dt. 18.11.2021

**Tender Ref. No:** MPI/CONCRETING OF SKID AREA/YARD/CMSRU.

Dear Sir,

Sealed Tenders in **Two Bid**, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in two separate covers as 'Part I Techno Commercial' & 'Part II Price' for "Developing and concreting of area for skid at Starboard side of Hughes dry dock- CMSRU".

1. The offers as above should reach the undersigned on or before the last date and time shown. Tenders should be addressed to "The General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, Mumbai-400001".
2. **Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before 15.00 hrs (IST) on 08 December 2021, if delivery of sealed offers cannot be ensured at CSL on the due date.**
3. The offer shall indicate payment terms and other terms and conditions.
4. Quotation should be valid for a period of 3 months.
5. Total Estimated amount for the subjected works INR 8,00,000.00/-
5. Quotation can be submitted by email as a password protected document (price part only) to the following email address.

[loganathan.m@cochinshipyard.in](mailto:loganathan.m@cochinshipyard.in),

[niranjan.kumar@cochinshipyard.in](mailto:niranjan.kumar@cochinshipyard.in),

[rahul.n@cochinshipyard.in](mailto:rahul.n@cochinshipyard.in),

[jayan.kt@cochinshipyard.in](mailto:jayan.kt@cochinshipyard.in).

OR

In a sealed envelope addressed to "The General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, Mumbai-400001".

**Last Date & Time of Receipt of Tender:** **08 December 2021 at 15.00 Hrs IST.**

**Tender Opening date & time:** **08 December 2021 at 15.30 Hrs IST.**

**NOTE:** Amendment if any will be notified on CSL/Govt. Website. The bidders are requested to keep themselves informed of the development by visiting CSL website [www.cochinshipyard.com](http://www.cochinshipyard.com) and the CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in) regularly. Such amendments shall be binding upon them.

**Enclosures: -**

1. Special Instruction for Two Bid Systems
2. Scope of supply
3. Price bid format
4. Rules & Regulations
5. Specific Terms & conditions
6. General Terms & conditions
7. Compliance matrix
8. HSE Guidelines

**Signed copy of following documents shall be submitted along with unpriced Price bid format clearly indicating quoted/not quoted against each item.**

1. Scope of supply (Encl. 2)
2. Price bid format (Encl. 3)
3. Rules & Regulations (Encl. 4)
4. Specific Terms & conditions (Encl. 5)
5. General Terms & conditions (Encl. 6)
6. Compliance matrix (Encl. 7)
7. HSE Guidelines (Encl. 8)

**Price bid duly signed and sealed by the authorized person need to be protected with password and shall be separately attached/enclosed in the mail. Offer submitted in single bid will not be considered.**

**In case of technical queries please contact Shri. SUKESH KUMAR GUPTA (PO-CMSRU) (Mob No.8969136165)**

Yours faithfully,

**General Manager (CMSRU)**

**COCHIN SHIPYARD LIMITED**  
MUMBAI-400001.  
**SPECIAL INSTRUCTION FOR TWO BID SYSTEMS**

1. **MODE OF SUBMISSION OF TENDERS**

Tenders should be submitted in two separate sealed covers super scribed in capital letters as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tenderer.

2. **TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:-**

- I. Drawings & Technical Literature, if any
- II. Other conditions, if any
- III. Signed and stamped copy of TENDER TERMS AND CONDITIONS (Annexure 2)
- IV. Deviation list, if any
- V. Price bid without price clearly indicating quoted/ not quoted against each line item/ DL.

3. **PRICE PART SHOULD CONTAIN FOLLOWING DETAILS:-**

- a. Price against each work.
- b. Taxes & duties as applicable shall be indicated.

4. CSL reserves the right to alter, modify the scope of supply at their discretion and consistent to the contract from time to time.

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial Part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course.

6. The tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.
9. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
10. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.
11. Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
12. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
13. The bidder shall submit a signed & sealed copy of the tender document including the TENDER TERMS AND CONDITIONS (Annexure 2) along with their bid as token of acceptance of terms & Conditions.
14. An Integrity Pact as per CSL format is to be signed and submitted later (if necessary).
15. The quantity projected in the scope of work is estimated. There may be upward/downward variations in actual quantity.

General Manager (CMSRU)

**SCOPE OF WORK**

**Name of work :- Developing and concreting of area for skid at Starboard side of Hughes dry dock- CMSRU**

**MP1/CONCRETING OF SKID AREA/YARD/CMSRU**

**ENCL.2**

<b>SI No</b>	<b>Description of work</b>	<b>Qty</b>	<b>Unit</b>
1	Dismantling, clearing away and carefully stacking materials useful for reuse for any thickness of wall of brick, laterite or rubble in cement mortar including disposal of debris within CSL-CMSRU premises etc complete.	25	m <sup>3</sup>
2	Dismantling,removing and lowering wooden frame work ,planked sheeting , ceiling planks, AC/GI sheets for roofing, cladding, ceiling, wooden partition stacking serviceable materials & removing the unserviceable material as per directed by EIC etc. complete.	50	m <sup>2</sup>
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil ,backfilling the same soil or disposal of surplus excavated soil as directed.Rate is inclusive of demolishing bituminous surface/ concrete/ rubble/ solingstone etc if any.complete.	40	m <sup>3</sup>
4	Clearing site including uprooting of vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level, removal of rubbish and disposal within CMSRU premises as per direction of Engineer-in-Charge including all labour, other incidentals, hire for tools and plants etc. complete.	135	m <sup>2</sup>
5	Cutting of trees of the girth (measured at a height of 1 m above ground level)upto 2.4mtr , including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material.	1	Nos
6	Providing and laying plain cement concrete 1:4:8 using 40mm down graded IS nominal size hard broken metal including cost and conveyance of all materials,labour for mixing, laying, consolidating curing as per IS.456 etc. complete ( <b>Minimum cement content of 171kg/Cum )</b>	15	cum
7	Providing and laying reinforced cement concrete <b>1:1.5:3 (M20)</b> using 20mm down graded broken granite metal for columns , beams and slabs including cost and conveyance of all materials, labour for mixing, laying, formwork ,consolidating, curing, cost of dewatering etc.complete( <b>Minimum cement contenet of 400kg/Cum</b> )	30	cum

8	Reinforcement for RCC work including cost and conveyance of all materials, labour for, uncoiling, straightening, cutting,bending,laying & tying with 22G binding wire etc.complete but excluding cost of steel (mild steel or tor steel) but including cost of binding wire.	80	qutl.
9	Supplying and stacking at site <b>TOR steel</b> reinforcement bars of different diameters conforming to relevant IS1786 .	0.80	T
10	Suppying and stacking at site OPC/PPC/PSC conforming to relevant IS.	14.57	T
11	Fabrication & erection of <b>Structural steel work</b> , using Tees, angles, channels, plates,Tubes & Pipes etc. at all heights, fixed with or without connecting plate, including cutting, bending/straightening, welding/bolting, fabrication, erecting in position, aligning the erected structure, cost of all accessories, hire for tools and plants and applying a priming coat with zinc chromate primer after mechanical buffing, etc complete. all as directed by the Engineer-in-charge.(all miscellaneous items made of steel shall be measured in the same item) complete.		
a.	Using Steel procured by the contractor	650.00	kg
12	Carrying out miscellaneous works by arranging unskilled labour as per the direction of the Engineer-in-charge.	20.00	Hrs

Contractor's Seal & Signature:

PRICE BID						
MP1/CONCRETING OF SKID AREA/YARD/CMSRU				ENCL.3		
SI No	Description of work	Qty	Unit	Unit Price	Total Amount (Unit price x Qty)	GST(%)
1	Dismantling, clearing away and carefully stacking materials useful for reuse for any thickness of wall of brick, laterite or rubble in cement mortar including disposal of debris within CSL-CMSRU premises etc complete.	25	m3	XX	XX	XX
2	Dismantling,removing and lowering wooden frame work ,planked sheeting , ceiling planks, AC/GI sheets for roofing, cladding, ceiling, wooden partition stacking serviceable materials & removing the unserviceable material as per directed by EIC etc. complete.	50	m <sup>2</sup>	XX	XX	XX
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil ,backfilling the same soil or disposal of surplus excavated soil as directed.Rate is inclusive of demolishing bituminous surface/ concrete/ rubble/ solingstone etc if any.complete.	40	m <sup>3</sup>	XX	XX	XX
4	Clearing site including uprooting of vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level, removal of rubbish and disposal within CMSRU premises as per direction of Engineer-in-Charge including all labour, other incidentals, hire for tools and plants etc. complete.	135	m <sup>2</sup>	XX	XX	XX
5	Cutting of trees of the girth (measured at a height of 1 m above ground level)upto 2.4mtr , including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material.	1	Nos	XX	XX	XX
6	Providing and laying plain cement concrete 1:4:8 using 40mm down graded IS nominal size hard broken metal including cost and conveyance of all materials,labour for mixing, laying, consolidating curing as per IS.456 etc. complete <b>(Minimum cement content of 171kg/Cum )</b>	15	cum	XX	XX	XX
7	Providing and laying reinforced cement concrete 1:1.5:3 (M20)using 20mm down graded broken granite metal for columns , beams and slabs including cost and conveyance of all materials, labour for mixing, laying, formwork ,consolidating, curing, cost of dewatering etc.complete <b>(Minimum cement content of 400kg/Cum)</b>	30	cum	XX	XX	XX
8	Reinforcement for RCC work including cost and conveyance of all materials, labour for, uncoiling, straightening, cutting,bending.laying & tying with 22G binding wire etc.complete but excluding cost of steel (mild steel or tor steel) but including cost of binding wire.	80	quilt.	XX	XX	XX
9	Supplying and stacking at site <b>TOR steel</b> reinforcement bars of different diameters conforming to relevant IS1786 .	0.80	T	XX	XX	XX
10	Supplying and stacking at site <b>OPC/PPC/PSC</b> conforming to relevant IS.	14.57	T	XX	XX	XX
11	Fabrication & erection of <b>Structural steel work</b> , using Tees, angles, channels, plates,Tubes & Pipes etc. at all heights, fixed with or without connecting plate, including cutting, bending/straightening, welding/ bolting, fabrication, erecting in position, aligning the erected structure, cost of all accessories, hire for tools and plants and applying a priming coat with zinc chromate primer after mechanical buffing, etc complete. all as directed by the Engineer-in-charge.(all miscellaneous items made of steel shall be measured in the same item) complete.					
a.	Using Steel procured by the contractor	650.00	kg	XX	XX	XX
12	Carrying out miscellaneous works by arranging unskilled labour as per the direction of the Engineer-in-charge.	20.00	Hrs	XX	XX	XX
Total Amount					XX	XX
Total Amount inclusive of GST					XX	

Contractor's Seal & Signature:

### **Rules for engaging contractor's workmen in CSL-MSRU**

- I) The following labour statutory compliance measures should be followed by contractors working in CSL Mumbai Ship Repair Unit
  1. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under EPF.
  2. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under ESI.
  3. If the contractor is engaging less than 10 contract workmen and they are exempted under ESI/EPF, their workmen should be covered under Employee Compensation policy.
  4. The wage payment for workers should be disbursed through bank payment only and contractor have to submit monthly Chellan for ESI Remittance ,EPF Remittance and bank statement of wage disbursement along with their monthly bills.
  5. If the contractor is engaging 20 or above contract workmen, they should take the Labour Licence under Contract Labour Contract Act.
- II) The contractor is solely responsible for complying ESI & EPF rules for contract workmen engaged by them for the work.
- III) It is mandatory to submit police clearance from Mumbai Police station to issue gate entry pass. Hence all the workmen belong to other sates shall have to take police clearance from their respective home station to submit application form for obtaining police clearance from Mumbai Police Station.
- IV) No worker above 60 years shall be allowed to work in this contract.



## Special Terms & Conditions

1. The contractor shall quote in the price bid format only and submit along with signed copy of agreed terms and conditions.
2. **Completion Period: Work will be completed with in 30 days from the date of confirmation.**
3. **Offer Validity:** The offer should be valid for a minimum period of three months of date of submission of offer.
4. L1 bidder will be identified based on the lowest of total on the entire scope of work. Final selection of L1 vendors may CMSRU decision.
5. **Guarantee period:** The equipment supplied shall be guaranteed for satisfactory performance for 12 months from the date of commissioning or 18 months from the date of delivery of items whichever is earlier against faulty design, defective materials and bad workmanship. Supplier should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period. The Service shall be guaranteed for a minimum period of 06 months from the date of successful commissioning.
6. **Terms of Payment:** 100% payment will be released within 30 days against work completion.
7. **Work Experience:** The bidder must have the work experience for executing similar type / nature of work during the last 3 (three) preceding years preferably for public sector undertaking / Government establishment or reputed private establishment. Proof of the satisfactory performance from the previous employer to be provided.
8. **Pre-Qualification Criteria:**
  - i) Average Annual financial turnover during the last 3 years, ending 31st March 2021 of the previous financial year should be at least 2.4 lakhs.
  - ii) Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following,  
Three similar completed works costing not less than the amount equal to 3.2 lakhs.  
Or  
Two similar completed works costing not less than the amount equal to 4 lakhs.  
Or  
One similar completed works costing not less than the amount equal to 6.4 lakhs.

Similar work means firm should have experience in any type of civil related works in a reputed organization. Work orders to be attached for verification process.

9. **Liquidate Damages:** LD at the rate of 0.5 % of the contract value per week or part thereof subject to a maximum ceiling of 10 % of the contract value, will be deducted from the contractor's bill, in the event of failure of the contractor to complete the work within the stipulated completion period or by the expiry of any extension period granted by CMSRU.
10. **Bank Guarantee:** The successful bidder shall agree for 5% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. The Bank Guarantee as above should be initially valid till 90 days after completion of supplies (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days.
11. Firms shall mention their PAN No., GSTIN No , EPF No. & ESIC/E.C No in the offer.
12. The firm should depute competent personnel for the execution of the work. Competent supervisor shall be present at site during the entire duration of the work. The works are to be carried out on the skid area at Starboard side of Hughes dry dock- CMSRU. The supervisor deputed for this job shall ensure that the workmen deployed shall not access or any mishappening with any of these solar panel.
13. Contractor has to ensure safety of their personnel during the entire period of work. In case of any accidents, CMSRU shall not be responsible for any loss to their workmen and personnel property. Contractor shall keep CMSRU indemnified in case of any loss/ accident/ injury/death during the execution of the work.
14. All applicable taxes, duties, transportation & insurance etc. should be included in the rate quoted, unless specified otherwise.
15. The contractor shall have to provide all the required tools, tackles, staging material, testing equipment, machinery, vehicles for transportation, loading, unloading etc for carrying out subject work within the quoted price.
16. Dock entry permits for movement of man and material in and out of dock shall be arranged by contractor. Necessary recommendations for the dock entry permit will be issued by the CMSRU.

17. CMSRU safety procedures to be followed for entire period of work by contractor.
18. The waste materials & debris generated as part of this work shall be dumped at designated locations shown by Officer-in-charge. Same shall be undertaken without any additional cost to CMSRU.
19. **Electrical power:** The contractor shall be allowed to tap/use electric power free of cost for subject work, if power supply is available at work site. However, contractor has to take all the safety measures and all power requirements shall be routed through authorized representatives of CMSRU.
20. Only best quality materials are to be used. The decision of the CMSRU officer-in-charge will be final and binding on the contractor as regard the quality and suitability of the material.
21. The contractor shall get familiarize with exact scope and quantum of work before quoting for the same. Once offer received, it is deemed that the bidder has assessed the exact quantum of work and accepted all terms and condition for the subject work. Work has to be carried out as per the direction of CMSRU Officer- in-charge.
22. **Storage:** CMSRU shall provide storage space at sites if available, free of cost, for the work but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over.
23. The bidders shall remove all debris/waste etc. clean the areas and hand over the site in a clean and habitable condition after completion of work at their cost.
24. The quantities mentioned in BOQ are tentative and amount will be paid as per actual requirement / work carried out.
25. **PROHIBITION OF CHILDREN'S EMPLOYMENT:** Contractor shall note and follow the Govt. of India Notification of `Prohibition of Children's employment in the schedule occupation and process under the Child Labour (Provision and Regulation) Act, 1986".
26. **Safety Provision:** Attention is invited regarding safety provisions and adheres to the same while executing the work. In addition to the instructions stipulated therein, contractor should note that it is compulsory that every worker employed by the

contractor/successful tenderers shall use PPE while the contract work is in progress, at CMSRU premises / site. The contractor should take necessary safety measures to carry out the job, without causing any accident, and shall not cause any loss to CMSRU either directly or indirectly. However, if any such incident took place while carrying out the work, loss to the CMSRU properties will be borne by the contractor.

27. **Statutory Compliances:** Statutory Compliances & its provisions shall adhere by the contractor while executing the work. In addition to the instructions stipulated therein, contractor should note that it is compulsory that the contractor/successful tenderers shall be fulfil the statutory requirements of Minimum Wages Act 1948, Payment of Wages Act - 1936, Payment of Bonus Act 1965, Contract Labour (R&A) Act 1970, EPF act 1952 & ESIC act 1948 act and other applicable labor legislations from time to time are applicable during the period of work.

28. I/we hereby give an undertaking that I/we understood the terms and conditions mentioned in the subject enquiry and I/ we are ready to adhere to the terms and conditions of the subject work.

### **SPECIAL CONDITIONS- CIVIL WORKS**

1. This is the 'special condition' in addition to the conditions General conitions, Materials manual and all other conditions specified in the tender it self.
2. All works are to be done on existing Buildings, all precautions shall be taken to see that minimum disturbance is caused to the normal functioning of offices inside those Buildings. The contractor/vendor shall not cause any obstruction in the building premises and the roads while storing/keeping the materials/tools/equipment. All care shall be taken to keep the premises clean without dumping any debris as far as possible.
3. The contractor/vendor shall provide green shade nets all around in the executing site to prevent dust pollution to nearby working/office areas at no extra cost. The contractor/vendor shall taken into consideration the above aspect while quoting for the work.

4. While undertaking the work extra care shall be taken to prevent any leakage of cement slurry/rain water or falling of dismantled materials etc. Necessary protective arrangements as approved by the Engineer-in charge shall be provided for this by the contractor/vendor at his own cost.
5. Time period of work will be 30 days from the date of award of work or handing over the site, whichever is later. However, CMSRU has right to terminate the contract within the period, if the services are found not satisfactory.
6. Quantity: The quantities shown in the tender are approximate only. The quantities shown under the Contract are just to give an idea to the bidders about the likely volume of works and not guaranteed to be executed by CMSRU. Bidders shall not be entitled to any compensation on account of variation (Plus or Minus) in the quantity of works ordered under this Contract.
7. Payment: Payment will be based on actual executed quantity and finalized rates.
8. The Item rate contract will remain in force for the purpose of completion of all works ordered during the currency of the Rate Contract until they have been completed.
9. Waste materials are to be cleared from site on a day-to-day basis. Each area of working is to be cordoned off with necessary signboards and barriers to ensure safe transportation of men and material in CMSRU as directed by the Engineer-in-charge.
10. CMSRU reserves the right to delete any part of the work from the scope of the contract or cancel the tender completely, without assigning any reason.
11. The rates quoted by the contractor/vendor shall be for the finished items of work including supplying appropriate materials, labour, scaffolding, equipment/tools,

conveyance, unloading, handling, storing, etc all complete, unless specified otherwise in the tender schedule.

12. The tenderers are expected to have inspected the site, acquaint themselves with site conditions, labour situation, wage and benefits applicable to labourers, working hours, pass rules, safety rules, out turn of work by labour and the fluctuations which are likely to happen till the work is completed before quoting.
13. This tender is an item rate (unless otherwise specifically mentioned) and the rates should be correct, workable and self supporting. Detailed analysis of rates shall be given if demanded by CMSRU and shall not be bound to accept the contractor/vendor's analysis.
14. Discrepancy or omissions if any found in the tender schedule shall brought to the notice of the Tender Inviting Authority before offering the price bids for clarifications. Any errors in description or quantity in the tender schedule or any omission in drawings etc shall be brought to the notice of the Engineer-in-charge immediately after the issue of detailed designs and drawings for the final decision.
15. For inspecting the work site, purchasing tender documents and for depositing tender/witnessing tender opening, the contractor/vendor/ his authorized representative shall produce Govt approved photo identity proof for issue of entry pass.
16. CMSRU will be at liberty to extend the contract for further similar works in this area on mutually agreed time frame if required.
17. The contractor/vendor shall give a list of employees working in CMSRU related to him.

18. In case, rates offered by the bidder for items are unrealistic, such tender will be considered as unbalanced and if the bidder is unable to provide satisfactory explanation, such tender is liable to be disqualified and rejected.
19. On acceptance of the tender, contractor/vendor or contractor/vendors representatives (with valid authorisation) is required to report to the Engineer-in-charge for receiving instructions.
20. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits.
21. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
22. In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of shall prevail:-
  - (i) Description of items in Tender Schedule.
  - (ii) Particular Specification and Special Condition, if any.
  - (iii) Indian Standard Specifications of B.I.S.
  - (iv) Drawings.
  - (v) CPWD specifications

23. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor/vendor.
24. In order to keep the contract live provisional extension will be given without prejudice to any other right or remedy of CMSRU and this will not relieve in any form to the contractor/vendor from paying compensation for delay. If the contractor/vendor delayed the work, the Engineer-in-charge will be at liberty to withhold proportionate amount of compensation from the bills of the contractor/vendor. This will be done automatically and no notices will be issued by CMSRU.
25. Engineer-in –Charge shall have powers to impose compensation for delay for completing the work not in accordance with the time allowed in the contract after giving a notice in writing to the contractor/vendor and to take possession of the work and the site. In the case of tools, plant, materials or stores kept in the premises of work site, the Engineer-in- Charge may direct the Contractor/vendor to remove them from the site and in the event of the contractor/vendor failing to comply with the directions of Engineer-in- Charge, he may remove and/or dispose them at the contractor/vendor’s risk and expense and such action shall be conclusive against the contractor/vendor.
26. All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor/vendor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in-Charge and the contractor/vendor or their representatives in token of their acceptance . If the



contractor/vendor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor/vendor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor/vendor for any loss or damages on this account. If the contractor/vendor or his authorized representative does not remain present at the time of such measurements after the contractor/vendor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor/vendor.

27. Engineer-in-Charge shall, except as otherwise provided, ascertain and determine the value of work done, by measurement in accordance with the contract. All measurements of items having financial value shall be entered by the contractor/vendor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor/vendor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor/vendor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in- Charge or his authorized representative. After the necessary

corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor/vendor for

incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in-Charge and the contractor/vendor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor/vendor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor/vendor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor/vendor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, it shall be signed and sealed by the contractor/vendor and the Engineer-in-charge. Thereafter, the MB shall be allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted for payment. The contractor/vendor shall also submit to the department separately his computerized abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered. Thereafter, this bill will be processed and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor/vendor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom or standard Engineering practice. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

28. Within seven days of the completion of the work, the contractor/vendor shall give notice of such completion to the Engineer-in-Charge and the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor/vendor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor/vendor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor/vendor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor/vendor and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had

possession for the purpose of the execution. If the contractor/vendor fails to do, then the Engineer-in-Charge may at the expense of the contractor/vendor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor/vendor shall have no claim in respect of the above items and cost of removal and disposal will be recovered from the contractor/vendor.

29. The contractor/vendor shall, at his own expense, provide all materials, required for the works other than which are stipulated to be supplied by the CMSRU. The contractor/vendor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor/vendor shall be in conformity with the specifications laid down or referred to in the contract. The contractor/vendor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. If samples are not approved, the Contractor/vendor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor/vendor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor/vendor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required

to be taken on account of and as a result of testing of materials. The contractor/vendor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor/vendor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to remove any material which is not meeting the standards as per the tender and will not be accountable for any loss or damage happening during the removal.

30. If after submission of the tender, the base price of materials specified in the tender increases/ decreases, the difference in base price along with applicable taxes and CP will be adjusted based on actual purchase invoice subject to any such variations shall be effected only for stipulated period of Contract including the justified period extended.
31. The contractor/vendor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as CMSRU's property and such materials shall be disposed off to the best advantage of CMSRU according to the instructions issued by the Engineer-in-Charge.
32. All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorized subordinates in charge of

the work and all the superior officers, or any organization engaged by the CMSRU for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor/vendor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor/vendor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor/vendor's agent shall be considered to have the same force as if they had been given to the contractor/vendor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or the officers of the organization engaged by the CMSRU for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor/vendor shall, on demand in writing which shall be made within the defect liability period of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor/vendor shall be liable to pay

compensation at the same rate as under clause 2 of the contract (for noncompletion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority may consider reasonable during the preparation of running or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor/vendor.

33. The contractor/vendor shall be responsible for all the defect and deficiencies except the usual wear and tear till the expiry of the defect liability period. Contractor/vendor shall repair or rectify or replace all defect and deficiencies reported by the Engineer-in-charge within 2 weeks at the cost of the contractor/vendor. In the event of failure the Engineer-in-charge shall be entitled to get the same repair or rectified or replaced at the contractor/vendors cost along with an amount equal to 20% of such cost as damages shall also be recoverable from the contractor/vendor. The defect liability period shall be deemed to be extended till the identified defects are rectified. The contractor/vendor shall not account expiry of the agreement or the defect liability period assigned any outstanding benefit like extended guarantee from the manufactures to the Engineerin-charge.
34. The contractor/vendor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as required for

the satisfactory completion of works. . In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor/vendor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing to do so, it shall be arranged by the Engineer-in-Charge at the expense of the contractor/vendor and the expenses may be deducted, from any money due to the contractor/vendor, under this contract or otherwise and/or from his security deposit.

35. The contractor/vendor shall make his/their own arrangements for water required for the work unless otherwise specified and nothing extra will be paid for the same. This will be subject to the following conditions.
  - (i) The water used by the contractor/vendor shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
  - (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor/vendor if the arrangements made by the contractor/vendor for procurement of water are, in the opinion of the Engineer-in-



Charge, unsatisfactory. If water is issued free of cost by CMSRU, will be subject to the following conditions.

(i) The contractor/vendor shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

(ii) The CMSRU do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor/vendor to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

(iii) Contractor/vendor shall take water in a such a way that the activities of CMSRU are not affected. He will also be responsible for the damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from the contractor/vendor. The Engineerin- Charge shall be the final authority to determine the cost recoverable from the contractor/vendor on this account and his decision shall be final and binding on the contractor/vendor.

36. The contractor/vendor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery shown as departmental free issue unless otherwise specified. The services of the operating staff as required will also be provided along with the machinery specified in the tender.

37. The tenderers shall have to sign in each page of the "special condition-civil works" documents with official stamp as a token of his acceptance of the conditions stated therein.

## Contractor's Seal & Signature

### LIST OF APPROVED BRAND / MAKE

Cement	:	Ultratech,Ambuja,Dalmia,Zuari,Coromandel
Vitrified/Ceramic Tiles	:	Kajaria,Johnson,Somany
Mirror /Glass	:	Saint Gobain,Modiguard,Asahi
Mortice Lock/Handle	:	Godrej,Puma
Aluminium Section	:	JSW,Hindalco,Indal
GI sections	:	Everest,India gypsum or equivalent
Aluminium Sheet	:	Hindalco Ever Last, JSW,TATA Durashine
Plumbing Fixtures	:	Jaguare,Cera,Parryware,Hindware,RAK
Primer/Emulsion/Synthetic enamel/Wall Putty	:	Berger,Shalimar,Asianpaints,Nerolac,Jotun,JK,MRF
PVC Pipes and specials	:	Suprme,Finolex,Hycount
Reinforcement steel	:	SAIL,TATA,VIZAG,JSW
Structural Steet	:	SAIL,TATA,VIZAG,JSW
Welding Rod	:	Advani, Essab, ador, Modi .
Ceiling board/Accessories	:	Aerolite,Amstrong,Indiagypsum
Tinted sun film for glass	:	Gareware,3M or equivalent
MS pipe ,Square section	:	TATA,JSW or equivalent
Polycarbonate sheet	:	Excelite,Lexan,Durotuff
Self-tapping screw	:	Corro shield or equivalent

Sanitary Fittings : Hindware, Parryware, Cera, Jagguar

Coat hook/Towel rod : Cera, Hindware, Parryware,

Pavement Tile : Planet Green, Stabil, Amcon

Door closer : DormaXL-C-1000, OzoneNSK-580, Hafele

Floor Spring : Ozone, Hafele , Dorma

Glass Door handle : Ozone, Shivalik

Glass door lock : Dorma, Ozone, Hafele

## **SAFETY CODE FOR CONTRACTORS/VENDORS**

### **GENERAL SAFETY RULES**

1. These safety rules have been promulgated for the guidance of the contractor/vendor. These rules in no way relieve a contractor/vendor from his obligation under various statutory rules and regulations.
2. The contractor/vendor before starting any work in the CMSRU premises will be issued with these rules and he is expected to give a declaration that he receives one copy of the CMSRU Safety Rules for contractor/vendors and will comply with the rules laid therein.
3. CMSRU reserves its right to suspend work in the event of the contractor/vendor not complying with rules of instructions with regarding to Safety practices for which no claim of any kind will be entertained.
4. To ensure the safe conduct of safety operation a representative of the contractor/vendor should maintain appropriate contact with office-in-charge of the work as may be necessary to acquaint himself with any changed conditions of other matters relating to the safety performance.
5. All regulations code and ordinance of the Government of India, Government of Maharashtra and local Municipal, Corporation regarding safety will be applicable to the contractor/vendor.
6. The principal contractor/vendor is responsible for observance of these rules by his sub-contractor/vendors. Only employees acceptable to CMSRU should not be employed for the operation of any type of equipment's. Contractor/vendors employees should not enter the areas where the nature of contracted work does not require their presence.

7. All accident occurring to contractor/vendors personal must be reported promptly and immediately by the contractor/vendor or his agent to the safety officer (Incl. Relations) in addition to the officer-in-charge of the work and this should be followed by an incident-accident report in the form prescribed by the company. In the case of electrical accidents, report should be made in accordance with Rule 44 Annexure of Indian Electricity Rules 1956 and the form shall be in accordance with Annexure XIII to the Indian Electricity Rule 1956. The report should be furnished to the resident Electrical Engineer within 8 hours of occurrence of electrical accident immediately on occurrence of electrical accident, the operator in the electrical in charge should be informed on the phone and necessary instruction taken from him.

8. a) The Contractor/vendor should ensure that they are complying with all the regulations under the Indian Electricity Act and relevant rules when they consume electricity.

b) All power cables used shall be armoured cables.

c) HRC fuses should be used in all fuse/switch fuse units.

d) Double earthing shall be provided for all equipments, switch boards, etc.

e) Overhead power lines are to be restricted to the minimum possible and should be attached to a GI. Guy wire by means real insulations.

f) No wire carrying electrical current is to be laid on working floors areas.

g) Surplus wire kept bundled at the end of supply line shall be neatly done and secured properly.

h) Earthing points should not be extended by looping.

i) Electrical insulations, wiring etc. are to be got done only through a licensed electrical

contractor/vendor holding valid license issued by the electrical inspector of Maharashtra.

9. Electric switches or circuits, unless wholly owned solely used by the contractor/vendor should not

be opened or closed unless authorized by the Officer-in-charge of CMSRU.

10. The storage, handling and use of hazardous materials must be approved by the Safety Officer.

11. The Contractor/vendor should be responsible for the cleanliness of the job site.

12. The Contractor/vendors should take precautions to prevent tripping hazards caused by hoses and welding lines etc.

13. The contractor/vendor should ensure that adequate fire extinguishing arrangements are provided for their equipments.

14. Contractor/vendor's workmen should obey all signs and special rules regarding smoking and fire prevention.

15. In the event of fire the contactors should notify to the Inspector, CISF, and Safety Officer, at once giving the exact location and nature of fire. At the same time he should start operations to extinguish or control the fire until assistance arrives.

16. Where property is exposed to the hazards of fire, open fires will not be permitted.

17. Gas or oil fired heaters must not be placed close to an inflammable material. Their burners must be adjusted and maintained so that there is no risk of accidental fire nor of the omission or smoke or fumes.

18. Inflammable liquids must be handled in safe cans or containers approved y CMSRU and shall be stored, in the locations acceptable to CMSRU. All such containers must be clearly labeled.

19. Tarpaulin used should be of flame proof type.
20. The area beneath over head work should be "roped off and signs" Danger-Man working above should be placed to warn the men moving below.
21. Excavation should be protected by adequate covering and visible warning lights should be placed both during day and night to warn approaching traffic. Precautions should be taken to prevent "cave-ins": of the excavations.
22. Proper and adequate timber shoring and bracing should be provided to prevent sliding or slipping of loose or unstable soil, rock or other materials.
23. Under cuttings of trenches and other excavations should be avoided.
24. Excavated materials should be put away from the edges of the excavated trench to avoid slipping of the excavated materials into the trench.
25. The contractor/vendors working in man holes or pits below the ground level must acquaint himself and advise his employees of the hazards of gas or liquid level and take proper precautions.
26. Open manholes must be protected by adequate barricade, Man hole covers should be replaced promptly when work is suspended.
27. Only qualified employees under the supervision of a qualified supervisor should be allowed to use oxy-acetylene equipment.
28. Cylinders should be secured in upright position.
29. Electric welding should be done only by qualified welders under the supervision of qualified supervisor.
30. Welder should use adequate personal protective equipment's while working.
31. Arc welding should be done only after shielding the location.

32. Arc welding equipment's should be properly earthed. While welding it should be ensured that no equipment forms part of the ground return.
33. Contractor/vendors should ensure that First Aid boxes are provided at work spot and should ensure proper medical care of injured persons.
34. Contractor/vendors should ensure that all the employees are equipped with proper protective equipment's for the work they are entrusted with.
35. All the employees of the contractor/vendors should wear approved safety helmets depending on the work they are engaged in.
36. When the contractor/vendor's employees are exposed to the movement of cranes, the Contractor/vendor's supervisor should consult with the Officer-in-charge before sending his men on the job.
37. When the contractor/vendor's employees are exposed to the movement of crane he should provide watchmen for the protection to his employees.
38. Only qualified and authorized employees should be allowed to operate the mobile cranes and other hoisting equipment's.
39. Only qualified and authorized persons should be allowed to drive the vehicle in the yard.
40. All traffic rules, signs and speed limits must be observed by all the employees of the contractor/vendor.
41. Contractor/vendors should not park their vehicle in such a way be a hindrance to the smooth flow of traffic in the yard.
42. While working at heights adequate scaffolding or staging should be used.
43. While working at heights the workman should wear safety belts with adequate life lines.
44. Scaffoldings should be of a sound material securely fastened and should be capable of



supporting 4 times the combined weight of men and material who may be working on them.

45. Wooden planks used in scaffoldings should not be less than 10" wide, 2" thick should not extend beyond the outer supports by more than 12" nor less than 6".

46. Guarding and the boards should be installed in all scaffolding which are 10" or more in height.

47. Workmen in charge of working squad are responsible for the safe loading and use of ropes, chains, cables slings, jacks, skids and other hoisting and lifting apparatus. In no case such equipment's should be used unless and until the man in charge is satisfied that it is free from defects and are safe for use.

48. The Operator should stop immediately all operation on receiving signals from any one.

49. No workman should move near the cable under tension and within the angle formed by the ropes or cables.

50. When anyone is found in the danger zone the Hoist operator should never place tension on rope or cable.

51. Care must be taken to see that cable chains and other hoisting equipments are not unduly stressed by improper use.

52. All ropes, cables, chains, slings, etc. should be discarded when they were worn out or deteriorated to the point where their safe use may be doubtful.

53. Chains and wire ropes should not be spliced or joined.

54. New links should be inserted by competent persons.

55. Wire ropes or cables should not be allowed to kink.

56. When applying U. Bolts and clips to cables, adequate number should be used.

57. Hooks, rings and other fittings used on chains or cables should be of the carrying capacity higher than that of the chain or cable.

58. Natural and synthetic fiber ropes should be properly cared and the following precautions should be taken.

a) Rope should not pass over sharp edges, pads should be used to protect the fibres.

b) Rope should not be dragged on the ground unnecessarily using too small sheaves, should be avoided.

c) Rope should not be permitted to slip on which drum or moving drums.

d) Kinked ropes should not be used.

e) Do not tie knots where splices should be used.

f) Ropes should not be allowed to soak in oil and exposed to acid or other corrosive substances, they should wash and dried.

g) Rope should not be allowed to expose to weather unnecessarily.

h) When drying excessive heat should not be used.

59. Adequate precautions should be taken during welding or gas cutting against hazards such as electric shocks, burns, fumes fires, explosion and arc eyes.

60. Gauntlet gloves should be worn while or gas cutting.

61. Outer cloth worn should be free from oil or grease.

62. Goggles or welder's helmets should be worn during welding.

63. Barriers should be erected to protect other persons in the vicinity from rays or electric arcs

or welding flames.

64. Goggles should be worn while chipping the welding slag.

65. Adequate ventilation should be provided while welding or cutting in confined spaces.

66. When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks of hot metal slag falling out to the people or to the flammable material below.

67. Before welding or cutting a pipe, tank or container, which carried flammable material, it should be thoroughly cleaned and gas freed and if necessary, 'Hot Work Certificate' from the Controller of Explosive should be obtained.

68. Loitering around operating units is prohibited at all times.

69. Bringing intoxicants into the yard is strictly forbidden. Likewise entering the yard under the influence of intoxicants is a offence.

70. Jumping on off trucks, automobiles or other moving vehicle is prohibited. Men should wai until the vehicle stops before attempting to enter or leave.

71. In confined spaces workers shall be protected with air line respirators with tight fitting rubber, mask (especially for painting etc.)

72. It shall be considered hazardous to carry out gas cutting or welding work within 15-20 feet from the place where paint is being applied.

73. The following works to be done through "Permit to work – on Instalment"

1. Work at height /fragile roof.

2. Excavation /Trenches opening

3. Work on gas line

4. Work on crane track/rail track

74. All scaffolding more than 2m height to the certified by S&F Department before boarded to scaffold.

75. All workers employed with asphaltic materials, cement shall be provided with personal

protective equipment's (PPE).

76. Works like welding, cutting, concreting, braiding, grinding, and painting shall be provided with protective goggles/eye shields.

77. When workers are employed in sewage/manhole, septic tank etc;

a) The area shall be cordoned with warning boards.

b) Presence of toxic gases should be tested and oxygen availability to be ensured using suitable means.

c) Safety belt shall be provided to the works.

d) No smoking or opening flames shall be allowed near manholes.

e) The waste/mud obtained from the manhole/drains shall be removed immediately.

f) Air blowers should be used for flow of fresh air.

g) The workers engaged for cleaning the manholes/sewers should be properly rained before allowing to work in the manhole.

### **Working at Height**

a) All work beyond 2.5m height shall be carried only with permit to work (PTW)

b) Staging should be erected and inspected for all works beyond 2.5m heights.

c) Full body harness to be worn by the individual working at height and should be attached to a strong point.

d) No loose items like hammer, spanners etc should be kept on staging planks.

e) In case of high risk work special procedure may be drawn up and approved for working.

f) Working at height using rope access ladder system shall be approved by CMSRU.

g) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or

railing whose minimum height shall be 90 cm.

### **Excavation**

- a) All excavation shall be carried out only after getting PTW.
- b) Suitable fencing should be erected around the place of work.
- c) Sign board should be provided.
- d) Excavated materials shall be placed within 1.5m of the edges of the excavation and shall be removed immediately.
- e) Cutting shall be done from top to bottom and no undermining and under cutting shall be done.
- f) The size of the excavation shall be stepped back to be suitable slop to secure the edges from collapse.
- g) Necessary shoring/protection to safe guards the sides from collapse.

### **Demolition**

- a) Area adjacent to the work site shall be either close or protected.
- b) No electric cable shall remain charged.
- c) PTW shall be obtained before commencement of work.

### **Welding**

- a) Welding equipment should be rectifier, inspected & certified by competent authority.
- b) Welding cable should be continuous with proper insulation, no joints are permitted.
- c) The equipment should be earthed to the nearest point.
- d) The welding holder should be ISI mark.
- e) Welding gloves should be compulsorily used.
- f) Proper welding shield and safety helmets may be used.

- g) The Welding plant should be connected to authorized electrical points with ELCB & MCB
- h) Qualified /certified /experienced welders should only carry out welding jobs.
- i) After work the equipment, supply points to be switched off and cable to be secured.
- j) No welding should be carried out at unsafe/moist area and PTW be obtained at all applicable area.

### **Gas cutting**

- a) The hoses used should be as per Industrial colour coding (Acetylene-Maroon, Oxygenblue).
- b) The hoses should be tested and should have validity.
- c) No joints are permitted and in any unavoidable situation they should be more than 3 meter away secured and no additional joints permitted.
- d) The cuttogen used should be standard with flash back arrestor fitted.
- e) The entrapped air in acetylene should be blown, with care to avoid accumulation at work place.
- g) PTW to be obtained on all applicable areas.
- h) No cutting is permitted near to painting and flammable materials.
- i) On completion of work the cutting torch disconnected and hoses disconnected from cylinders.
- j) The hoses disconnected should be pulled out from place of work and kept in the safe area after rolling.
- k) The hose should be painted at every 5 meter with contractor/vendor/company name.
- l) In case of usage of cylinders, the cylinders should be kept in upright condition.
- m) Only experienced/certified workers should be engaged with cutting work.

n) The nozzle selected should be on the basis of the job.

o) Correct pressure to be used for cutting.

## **GENERAL TERMS AND CONDITIONS FOR THE TENDER**

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any, shall be specifically brought out in the offer. On-board inspection if required may be arranged prior to submitting the quotation.
2. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. In case of bids sent through email, then the documents should be password protected and the passwords should be passed on to the concerned officer while attending the bid opening or by email / SMS immediately before the tender opening against the request from officer.
4. Indigenous tenderers should quote prices for delivery of materials at CSL/CMSU stores and in the case of foreign bidders the same shall be on Ex Works / FOB basis only. C&F prices shall also be indicated in the offer. Insurance in all cases shall be arranged by CSL/CMSRU.
5. Prices should be valid for acceptance for a period of three months (03 months) from the date of opening of tender.
6. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order



and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase.

7. Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bid.
8. Delivery term and delivery time / work completion time required for completing the job scope should be indicated in the offer.
9. CSL/CMSRU terms of payment is 100% payment after delivery of items and in case of service after satisfactory completion of job, within 30 days from the date of submission of Invoice along with all mandatory documents.
10. The firm/ bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for “Fall clause”. Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with CSL/CMSRU.
11. Manufacturer’s name, their trademark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars etc., should be attached to the offer.
12. Materials supplied shall be new and unused and shall confirm to CSL/CMSRU specifications and drawings.
13. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

14. Samples are to be supplied free of cost in the event of requirement by CSL/CMSRU. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.
15. The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders.
16. Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL/CMSRU may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.
17. Liquidated Damage: In case of delay in supply of ordered materials beyond the stipulated delivery period, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the order value in the case of Machinery/Equipment and of the value of materials delayed in the case of all other items, subject to a maximum of 10% of the order value.
18. Risk Purchase: If the supplier fails to supply the items ordered within the delivery date or violate any of the terms and conditions of the purchase order, CSL/CMSRU shall have the following rights.

- (i) To terminate the contract with 15 days' notice forfeiting the security deposit.
- (ii) To initiate alternate procurement action at the risk and cost of the supplier.

19. Guarantee: The equipment supplied shall be guaranteed for satisfactory performance for 12 months from the date of commissioning or 18 months from the date of delivery of items whichever is earlier against faulty design, defective materials and bad workmanship. Supplier should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period. The Service shall be guaranteed for a minimum period of 06 months from the date of successful commissioning.

20. Suppliers are allowed to depute their authorized representative to be present at the time of opening of the price bid.

21. Indian Agent: Cochin Shipyard Ltd. is a fully owned Govt. of India Enterprise and prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Cochin Shipyard Ltd., the commission payable by the supplier to such an agency shall be intimated. The Indian agent shall be enlisted with Director General of Supplies and Disposals under the compulsory registration scheme of Ministry of Finance.

22. Jurisdiction: All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulum, Kerala, India.

23. In case advance payment is sought, interest at prime lending rates prevailing in India will be charged. In addition, a Bank Guarantee in the CSL format equivalent to advance amount is to be

executed to cover the period till the advance payment is adjusted. Normally Advance payments are not encouraged.

24. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purposes. However the same will be considered while placement of purchase order if the firm turns out to be L1.
25. After submission of tender, no unsolicited correspondence will be entertained.
26. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
27. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as “List of Deviations”, failing which it will be presumed that all the terms and conditions are acceptable.
28. Reason for non-submission of quotation in case of regret shall be noticed without fail, if failure may not consider for future requirements.
29. This tender shall be based on CSL MSME circular No. MAT/MSME/2016 dtd. 27.09.2018. Please refer <https://cochinshipyard.com/Msme> for the circular.

General Manager (CMSRU)

**COMPLIANCE MATRIX**

**(TO BE SUBMITTED WITH THE "Technical" BID)**

<b>SL.NO.</b>	<b>DESCRIPTION</b>	<b>REMARK</b>
1.	ACCEPT THE ENTIRE SCOPE OF WORK AS PER ENQUIRY	YES / NO
2.	IF THE ANSWER TO QUESTION 1 ABOVE IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM SCOPE OF WORK ATTACHED/ NOT ATTACHED
3.	ACCEPT THE GENERAL TERMS AND CONDITIONS AND TENDER TERMS & CONDITIONS INDICATED IN THE ENQUIRY.	YES / NO
4.	IF THE ANSWER TO QUESTION 3 ABOVE IS NO, LIST THE DEVIATIONS AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM GTC.
5.	PAYMENT TERMS AS INDICATED IN ENQUIRY IS ACCEPTABLE.	YES / NO

(Signature of the Contractor)

Seal of the firm.

## **Health, Safety & Environment Contract Guidelines for OEMs /Turnkey jobs / Sub contract works inside CSL**

### **Introduction**

CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.

CSL is committed to provide safe and healthy work 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.

Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractors personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.

CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

### **I. General guidelines**

1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/ QMS/S&F/SOP 02) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.
3. OEMs/Turnkey jobs /Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.
4. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.
5. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
6. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
8. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.

### **II. HSE requirements**

1. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials,

- equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
2. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
  3. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.
  4. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work.
  5. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
  6. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
  7. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
  8. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
  9. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
  10. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
  11. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.