

# **TENDER ENQUIRY**

**Enquiry Ref No: SR4/Piping job/DredgeXV/CKSRU**

Dt. 19.11.2021

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 the Dredge Piping Jobs for repair vessel DCI Dredge XV which is scheduled to refit at **CSL KSRU (Cochin Shipyard Ltd- Kolkata Ship Repair Unit), Kolkata.**

1 The offers as above should reach CSL-Cochin on or before the last date and time shown. Tenders should be addressed to "The Dy. General Manager (Ship Repair Materials), Cochin Shipyard Ltd., P.B. No. 1653, Cochin - 682 015, Kerala".

2. **Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before 11.00 hrs (IST) on 04.12.2021, if delivery of sealed offers cannot be ensured at CSL-Cochin 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 120 days.

5. Firms are requested to submit the bid by email only due to current Covid-19 situation (Price part password protected) to all the following email address.

[vinuraj.ps@cochinshipyard.in](mailto:vinuraj.ps@cochinshipyard.in); [csl.sr4r@cochinshipyard.in](mailto:csl.sr4r@cochinshipyard.in);

[jisha.eashy@cochinshipyard.in](mailto:jisha.eashy@cochinshipyard.in), [rahuldev.r@cochinshipyard.in](mailto:rahuldev.r@cochinshipyard.in)

**Enquiry Ref No: SR4/Piping job/DredgeXV/CKSRU**

**Last Date & Time of Receipt of Tender: 04 December 2021 at 11.00 Hrs IST.**

**Tender Opening date & time: 04 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. (Encl 1).
2. Scope of work & Technical Requirements. (Encl 2).
3. Price bid format. (Encl 3).
4. Rules for engaging contractor's workmen in CKSRU. (Encl 4).
5. Compliance matrix. (Encl 5).
6. Specific Terms & conditions. (Encl 6).
7. General Terms & conditions. (Encl 7).
8. Tender Qualification Criteria. (Encl 8).

9. CSL approved welding consumables. (Encl 9).
10. Pre Contract Integrity Pact. (Encl 10)
11. Bank Guarantee Format. (Annex 1).
12. Mandatory compliance under applicable Labour Laws. (Annex 2).
13. Drawings.

**Signed copy of following documents shall be submitted along with technical bid**

1. Scope of Work & Technical Requirements. (Encl 2).
2. Un-priced price bid format (Clearly indicating Quoted/not Quoted against each line item as per price bid format) (Encl 3).
3. Rules for engaging contractor's workmen in CKSRU. (Encl 4).
4. Compliance matrix. (Encl 5).
5. Specific Terms & Conditions. (Encl 6).
6. General Terms & Condition. (Encl 7).
7. Document proving Tender Qualification Criteria. (Encl 8).
8. CSL approved welding consumables (Encl 9).
9. Pre Contract Integrity Pact. (Encl 10)
10. Mandatory Compliance under Applicable Labour Laws. (Annex 2).
11. Drawings.

**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 may not be considered**

**In case of technical queries & gate pass, please contact Mr. Hari Shankar V Manager (Marine) (CKSRU)  
Mob No: +91 7356604589/SREEJITH S (Deputy Manager): +91 7012135212.**

Yours faithfully,

**Dy. General Manager (Ship Repair Materials)**

**CSL-KOLKATA SHIP REPAIR UNIT (CKSRU)**  
**Kolkata**  
**SPECIAL INSTRUCTION FOR TWO BID SYSTEMS**

**1. MODE OF SUBMISSION OF TENDERS**

Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tender by email only.

**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 Scope of work & technical requirements (Encl: 2), Rules for engaging contractor's workman (Encl: 4), Compliance Matrix (Encl: 5) Specific terms & conditions (Encl: 6), General terms & conditions of the tender (Encl: 7), Tender Qualification Criteria (Encl: 8), CSL approved welding consumables (Encl: 9), Pre Contract Integrity Pact (Encl: 10), Bank Guarantee Format (Annex.1) & Mandatory compliance under applicable labour laws (Annex.2).
- IV. Deviation list, if any
- V. Price bid without price clearly indicating quoted/ not quoted against each line item/ DL (Encl: 3) duly sealed and signed.

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

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

4. CSL/CKSRU reserves the right to alter, modify the scope of supply at their discretion as applicable 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 Encl 2, 3, 4, 5, 6, 7, 8, 9,10 & Annex.2 along with their bid as token of acceptance of terms & Conditions.
14. An Integrity Pact as per CSL/CKSRU 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.

**Deputy General Manager (Ship Repair Materials)**

Scope of Work				
Enq. No: SR4/Piping job/DredgeXV/CKSRU			Encl:2	
Sl.No	DL	Description	Qty	UoM
1	481.00	<b>Following suction and discharge pipe to be renewed. All materials are under contractor scope of supply.</b>		
i)	476.00	<b>DREDGE PIPES:-</b> Both P & S suction tube pipes i.e lower and upper pipes (as per drawing Original dimension is O.D.832 / 800 I.D), the pipe to be fabricated, welded with existing flanges and fitted in place. All materials are under contractor scope of supply.	10.00	Tons
ii)	477.00	All lifting arrangement (eye) welding on the pipe to be welded if any cracks are observed . Pins to renew as per instructions. Ovality to be checked & as required eye to be built up & hand ground as required. If pipe & fittings to be removed, then its to be refitted back.	10.00	Nos.
iii)	478.00	Channel bar (size: 100 x 50mm & 6 mm thick) for depth indicator air pipe, to be renewed.	100.00	Kgs
iv)	479.00	Suction pipe 800mm ID x 25mm thick and discharge pipes 800mm ID x 16mm thick of P/R, DK and Hopper (including gratings) to be renewed by removing old pipe and with existing flange including removal and fitment of existing all fittings, All materials are under contractor scope of supply.	15.00	Tons
2	480.00	Replacement/turning by 180 degree of suction and discharge straight pipes 800MM ID with ship supplied sections/pipes, with new joints & nut-bolts. All fastners & Gaskets to be supplied by contractor	30.00	MTR
i)	482.00	T and Y sections (800 mm dia, 25-40 mm thick)	15.00	Tons
ii)	483.00	(Bends - 90degree and 30degree	10.00	Tons
iii)	484.00	Renewal of dredge pipe deep loader gratings	2.00	Tons
iv)	485.00	Renewal of pipe supporting brackets	0.50	Tons
3	486.00	Fabrication of flanges thickness 20mm to 40 mm (ID/OD-800/1200) (including machining and drilling holes).Only finished product weight will be considered.	3.00	Tons
4	487.00	Welding of flanges (20-40mm thick) to the Ship supplied new / existing old pipe (600/700/800 Dia).	1.50	Tons
5	391.00	<b>HYDRAULIC PIPELINES:</b> The following hydraulic pipes dismantled from ship, transported to workshop, new one to be fabricated and fitted in place. all hyd. Pipes, union, fittings etc. – under contractor scope of supply. Material: SS pipe.		
a)	392.00	Sch.80 pipe - 25mm. O.D.	50.00	MTR
b)	393.00	Sch.80 pipe – 30mm. O.D.	50.00	MTR
c)	394.00	Sch 80 pipe - 16mm. O.D.	50.00	MTR
6	303.00	<b>JET PIPES</b>		
i)	304.00	Jet Pipe has to be UT gauged. To Renew wasted pipes. Size : ID : 300 MM approx straight pipe (SCH 80)	25.00	MTRS
ii)	305.00	Jet pipe 30 bend. 300mm x 12mm (SCH 80 pipe)	8.00	Nos
iii)	306.00	Jet pipe 90 bend 300mm x 14mm (SCH 80 pipe)	14.00	nos
7		<b>Jet pipes (SCH80 mm) inside pump room and hopper to be renewed.</b>		
i)	459.00	Approx dia 400 mm	10.00	Mtr
ii)	460.00	Approx dia 300-325 mm	40.00	Mtr
iii)	461.00	Approx dia 168.5 mm	50.00	Mtr
iv)	462.00	Approx dia 141.3 mm	25.00	Mtr
v)	463.00	Approx dia 114.3 mm	50.00	Mtr
8	298.00	<b>SUCTION SLEEVES</b>		
a)	299.00	Both Port and starboard suction sleeve to be renewed if found worn out. 16 mm thick, 800mm ID and 1700mm long single seam welded with outer surface machined.	2.00	TON
b)	300.00	Both port and starboard suction mouth flat ring (25 mm thick, 810 ID, 1200 OD, Material MS) to be renewed if found worn out	2.00	NO
c)	301.00	Inverted wedge at the bottom to be built up as required.	200.00	KG
d)	302.00	Jet discharge mouth and suction mouth pad areas to be built up as required for proper mating surfaces.	50.00	KG
<b>Technical Requirements</b>				
1	<b>The work shall be completed within 20 days as per project schedule.</b>			
2	Contractor to visit the ship prior to quoting of the works mentioned in the above list for clear understanding of the job			
3	UTgauging survey shall be arranged by yard & work shall be confirmed based UT gauging report.			

4	All scrap material shall be removed from worksite and deposited at designated area shown by site in charge
5	Scope of supply of consumables are in the scope of contractor. Consumables includes Fasteners, Packings, non asbestos Gaskets, O-rings, minor seals, sealants, grease, chemicals, welding electrodes, nut bolts, washers, cleaning cloth, cleaning liquids, lube oil, wire brush etc.. SS fasteners shall be used in underwater valves and flanges. All fasteners and Gasket as per CSL standards & suitable to marine environment.
6	All lifting tools & tackles to be arranged by Contractor
7	Crane assistance shall provide by yard based on the availability, however the loss of time due to non availability of crane shall be in contractor's account
8	Rates for all above works should be inclusive of staging, painting, removal & refitting of ladder/platform and other inway jobs.
9	Grade & specification of Pipelines shall be followed as per sample available in Ship
10	All welding consumables must be complying with approved list of Cochin Shipyard Ltd.
11	Welding Procedure Specification (WPS) provided by the Contractor Cochin Shipyard Ltd shall be followed by the contractor.
12	All welders shall qualify the WPS issued by Cochin Shipyard Ltd in case they are not having equivalent certificate. CSL shall have full rights to scrutinize and accept/reject the equivalent certificate
13	Rectification of welding defects & material defects, if any, shall be rectified by the contractor without any additional cost.
14	Exhaust/Intake Blowers & hoses, Electrical DBs & Lighting DBs, light and lead lamps etc. shall be provided by the contractor as required. Electrical distribution boxes having ELCB and individual MCB per switch shall only be allowed to use inside CKSRU premises.
15	Scaffolding required for undertaking entire job shall be erected/dismantled by the contractor, scaffolding collect from CKSRU store. However, all scaffolding materials except GI wire will be supplied by yard. GI wire need to be arranged by contractor.
16	All cutting hoses & gas cylinders shall have required certifications. Contractor is liable to change any hot work accessories subject to the inspection of Cochin Shipyard Ltd representative.
17	All equipment, switchboard/control panels, electronic & communication equipment, all light fittings, electric cables, pipe lines, valves, junction boxes, lagging, paneling, obstructions, protrusions, foundations, etc in way of steel/pipe repair/cleaning are to be wrapped with proper fire proof covering cloth and protected by the contractor. Any damages to any property of vessel caused by the contractor during execution of the work are to be made good by the contractor at his cost and within contract duration.
18	All personnel including supervisors are employed for the work in the premises of CKSRU will have to wear uniform with Employee's name prominently printed on the front and back side. All employees should be provided with personal protective equipment such as coveralls, shoes, gloves, safety helmet cap etc.. of approved standards.
19	Piping- All the pipes wherever required to be renewed by the contractor as per scope of work in the defect list, will be quoted by the contractor inclusive of end fittings and bends. All pipes are required to be surveyed /inspected is to be chemically cleaned and pressure tested prior to installing the same back, if found in satisfactory condition. All pipes to be chemically cleaned, blown through prior to pressure testing. All pipes/valves being renewed /chemically cleaned/pressure tested are to be primer applied. Claim for additional/growth of work for chemical cleaning/pressure testing of pipes being surveyed/inspected will not be admitted irrespective of same is indicated in work package or not. The CONTRACTOR shall suitably blank various pipes and equipment openings opened by them or their sub-hire repair contractors during the work so as to prevent ingress of any dirt, moisture and foreign matter through these openings. The contractor shall also preserve the onboard structure, spaces, systems and equipment wherein repairs are being carried out, under their charge, during the period of vessel's refit. Any damage arising out of Contractor's default on this account shall be borne by the CONTRACTOR.
20	Valves- Overhauling/refitting of all valves include replacement of all worn out parts, gland packing and pressure testing. All consumables shall be quoted by contractor.
21	Spares like gland packing, gaskets, o-rings, seal, guide bars, nose, buffer rings, water gland seal, bolts & nuts to be provided by contractor.
22	Valves- Overhauling/refitting of all valves include replacement of all worn out parts, gland packing and pressure testing. All consumables shall be quoted by contractor.
23	Overhaul/repair-As contained in the DL serials, the term "Overhaul/repair" indicates comprehensive repairs of all defects existing in the system including replacement of components, fitting back the equipment and proving of system thereafter. The contractor is responsible for completion of trials and commissioning of the equipment renewed/repared/ overhauled/ calibrated. No separate charges will be admissible for trials. Trials/commissioning support to be provided by the contractor as the same forms a part of contractor's responsibility. All works are to be completed meeting the yard requirements within the stipulated time period and work completion certificates should be obtained as per the format provided by CKSRU
24	QUALITY ASSURANCE & QUALITY CONTROL-QIS AND QAP-The CONTRACTOR shall submit a Quality Inspection Schedule /QAP within 5 days on accepting the job. QIP (Quality Inspection Plans) are to be prepared for all generic equipment, to enable effective QC coverage. QA checks and quality control responsibility is to be clearly defined in the Quality Assurance Plan (QAP). All inspection and clearance of quality shall be in line with CKSRU requirements.

**Seal & Signature of authorised person**

PRICE BID								
Enq. No: SR4/Piping job/DredgeXV/CKSRU							Encl:3	
Sl.No	DL	Description	Qty	UoM	Unit Rate (Rs.)	Total rate (Qty x Unit rate) Rs.	GST (%)	
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iii)	478.00	Channel bar (size: 100 x 50mm & 6 mm thick) for depth indicator air pipe, to be renewed.	100.00	Kgs	xx	xx	xx	
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2	480.00	Replacement/turning by 180 degree of suction and discharge straight pipes 800MM ID with ship supplied sections/pipes, with new joints & nut-bolts. All fastners & Gaskets to be supplied by contractor	30.00	MTR	xx	xx	xx	
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4	487.00	Welding of flanges (20-40mm thick) to the Ship supplied new / existing old pipe (600/700/800 Dia).	1.50	Tons	xx	xx	xx	
5	391.00	<b>HYDRAULIC PIPELINES:</b> The following hydraulic pipes dismantled from ship, transported to workshop, new one to be fabricated and fitted in place. all hyd. Pipes, union, fittings etc. – under contractor scope of supply. Material: SS pipe.						
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ii)	460.00	Approx dia 300-325 mm	40.00	Mtr	xx	xx	xx	
iii)	461.00	Approx dia 168.5 mm	50.00	Mtr	xx	xx	xx	
iv)	462.00	Approx dia 141.3 mm	25.00	Mtr	xx	xx	xx	
v)	463.00	Approx dia 114.3 mm	50.00	Mtr	xx	xx	xx	
8	298.00	<b>SUCTION SLEEVES</b>						
a)	299.00	Both Port and starboard suction sleeve to be renewed if found worn out. 16 mm thick, 800mm ID and 1700mm long single seam welded with outer surface machined.	2.00	TON	xx	xx	xx	
b)	300.00	Both port and starboard suction mouth flat ring (25 mm thick, 810 ID, 1200 OD, Material MS) to be renewed if found worn out	2.00	NO	xx	xx	xx	

c)	301.00	Inverted wedge at the bottom to be built up as required.	200.00	KG	xx	xx	xx
d)	302.00	Jet discharge mouth and suction mouth pad areas to be built up as required for proper mating surfaces.	50.00	KG	xx	xx	xx
<b>Total</b>					xx	xx	xx

**Job Completion Period: xx**

**Note :**

- \* Bidders have to strictly follow above price bid format while quoting . **Quote against 'XX' marks only.**
- \* **Any modification of price bid format shall lead to rejection of the bid without prior notice.**
- \* Bidders are requested to carefully go through all the scope before quoting.
- \* Unpriced price bid format clearly mentioning quoted/not quoted has to be submitted with T-Bid.
- \* Deviation if any to be attached separately.

**Seal & Signature of authorised person**



**Rules for engaging contractor's workmen in CKSRU**

I) The following labour statutory compliance measures should be followed by contractors working in CSL Kolkata 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, 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 Challan 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 Kolkata Police station to issue gate entry pass. Hence all the workmen belong to other states shall have to take police clearance from their respective home station to submit application form for obtaining police clearance from Kolkata Police Station.

IV) Employee/worker deputed for the work shall not be over 60 Years of age.

**Seal & Sign of Authorized Person**

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

SNO	DESCRIPTION	YES	NO	REMARK
1	ACCEPT THE ENTIRE SCOPE OF WORK / SUPPLY AS PER ENQUIRY.			IF THE ANSWER TO QUESTION 1 IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH TECHNICAL BID.
2	ACCEPT THE GENERAL TERMS AND CONDITIONS INDICATED IN THE ENQUIRY.			IF THE ANSWER TO QUESTION 2 IS NO, LIST THE DEVIATIONS AND ATTACH WITH TECHNICAL BID.
3	ACCEPT THE SPECIFIC TERMS AND CONDITIONS INDICATED IN THE ENQUIRY.			IF THE ANSWER TO QUESTION 3 IS NO, LIST THE DEVIATIONS AND ATTACH WITH TECHNICAL BID.
4	ACCEPT THE PAYMENT TERMS & GUARANTEE CLAUSE AS INDICATED IN ENQUIRY.			
5	WHETHER MSME REGISTERED FIRM (MICRO & SMALL ENTERPRISES)			
6	IF YES, WHETHER ATTACHED CERTIFICATE			
7	WHETHER ATTACHED PROOF FOR TECHNICAL QUALIFICATION CRITERIA AS PER TENDER.			
8	WHETHER ATTACHED PROOF FOR FINANCIAL QUALIFICATION CRITERIA AS PER TENDER.			

(Signature of the Contractor)

Seal of the firm.

## Specific Terms & Conditions

**Enq. No: SR4/Piping job/DredgeXV/CKSRU**

1. Payment – 100% payment shall be released against invoice certified by Executing officer supported by service report and WCC and other mandatory documents, within 30 days from the date of submission of invoice after successful completion of the job scope.
2. 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 later 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.
3. Performance Bank Guarantee (PBG): The successful vendor has to submit a PBG as per CSL format for an amount of **3% of the order value** (excluding taxes & duties) from a Nationalized or Scheduled Indian Bank, towards enforcement of agreed performance guarantee as per the Guarantee clause. The PBG Shall be submitted immediately after completing the job scope and shall be valid to cover the guarantee period indicated at guarantee clause plus a grace period of 90 days.
4. Manpower has to be mobilized against CKSRU LOI/WO and work has to be commenced immediately as per the instruction of executing officer.
5. All items against this tender shall be delivered at CKSRU (KoPT) on door delivery basis to Netaji Subhash Dock, Gate No.9, Circular Garden Reach road, Kolkata-24 and site to be inspected before submitting the offer.
6. CKSRU reserves the full right to change the work scope/amend the work scope according to the site condition/ owner requirement.
7. CKSRU have the full right to modify (Deletion) the work scope in line with the final requirement, time lines of repair project, availability and spares etc.
8. The projected quantity may vary according to actual job scope. Hence final amount shall be calculated based on the actual work done certified by CKSRU executing officer.
9. Firm to provide necessary valid certificates (wherever required).
10. L1 firm has to provide detailed price split up within 03 days from the date of confirmation from CKSRU (if required).
11. **CSL/CKSRU reserves the full right to split the order on L1 basis or operate parallel contracts for this tender, if so desired. Accordingly either full order/part order/parallel contract may be issued against this tender.**
12. CSL/CKSRU has the right to withdraw the tender in partial or full during the course of this tender.
13. **Entire job scope to be completed within 20 days from issuing LOI/Work Order.**
14. Work completion period after receipt of firm order/LOI shall be clearly indicated in the technical bid. CKSRU reserves the right to accept/reject any offer based on completion time in accordance with the project schedule.
15. Vendors are requested to submit the bid in the attached price bid format (in Two Bid) for avoiding discrepancies/confusions during the comparison stage.
16. Vendors are requested to submit a signed copy of Encl. 2, 4, 5, 6 & 7, 8, 9, 10 & Annex.2 along with unpriced Price bid format clearly indicating quoted/not quoted against each job scope with the Tech. bid for verification. Deviations if any to be shown separately.

17. While submitting the bid, firms are requested to note that the email ID starting with following words may probable be treated as spam, not always necessary - info, support, admin, sales, customersupport, helpdesk, mail, mailadmin, billing, hello, careers.
18. All Material passes and Man entry Passes to be arranged by contractor. Required authorization letter only will be issued from CKSRU.
19. Firm are requested to submit the bid by email (Price part password protected) to the following email address clearly mention the tender reference in the subject line for easy identification.

[vinuraj.ps@cochinshipyard.in](mailto:vinuraj.ps@cochinshipyard.in);  
[csl.sr4r@cochinshipyard.in](mailto:csl.sr4r@cochinshipyard.in); [jisha.eashy@cochinshipyard.in](mailto:jisha.eashy@cochinshipyard.in);  
[rahuldev.r@cochinshipyard.in](mailto:rahuldev.r@cochinshipyard.in).

20. The work shall be completed within 20 days as per project schedule.
21. Contractor to visit the ship prior to quoting of the works mentioned in the above list for clear understanding of the job
22. UT gauging survey shall be arranged by yard & work shall be confirmed based UT gauging report.
23. All scrap material shall be removed from worksite and deposited at designated area shown by site in charge
24. Scope of supply of consumables are in the scope of contractor .Consumables includes Fasteners, Packings ,non-asbestos Gaskets, O-rings, minor seals, sealants, grease, chemicals, welding electrodes, nut bolts, washers, cleaning cloth ,cleaning liquids, lubeoil, wire brush etc.. SS fasterns shall be used in underwater valves and flanges. All fastners and Gasket as per CSL standards & suitable to marine environment.
25. All lifting tools & tackles to be arranged by Contractor.
26. Crange assistance shall provide by yard based on the availability, however the lose of time due to non availability of crane shall be in contractors account.
27. Rates for all above works should be inclusive of staging, painting, removal & refitting of ladder/platform and other in way jobs.
28. Grade & specification of Pipelines shall be followed as per sample available in Ship.
29. All welding consumables must be complying with approved list of Cochin Shipyard Ltd.
30. Welding Procedure Specification (WPS) provided by the Contractor Cochin Shipyard Ltd shall be followed by the contractor.
31. All welders shall qualify the WPS issued by Cochin Shipyard Ltd in case they are not having equivalent certificate.CSL shall have full rights to scrutinize and accept/reject the equivalent certificate.
32. Rectification of welding defects & material defects, if any, shall be rectified by the contractor without any additional cost.
33. Exhaust/Intake Blowers & hoses, Electrical DBs & Lighting DBs, light and lead lamps etc. shall be provided by the contractor as required. Electrical distribution boxes having ELCB and individual MCB per switch shall only be allowed to use inside CKSRU premises.
34. Scaffolding required for undertaking entire job shall be erected/dismantled by the contractor, scaffolding collect from CKSRU store. However, all scaffolding materials except GI wire will be supplied by yard.GI wire need to be arranged by contractor.
35. All cutting hoses & gas cylinders shall have required certifications. Contractor is liable to change any hot work accessories subject to the inspection of cochin ship yard ltd representative.
36. All equipment ,switchboard/control panels, electronic & communication equipment, all light fittings, electric cables, pipe lines, valves, junctions boxes, lagging, paneling, obstructions, protrusions, foundations, etc in way of steel/pipe repair/cleaning are to be wrapped with proper fire proof covering cloth and protected by the contractor. Any

damages to any property of vessel caused by the contractor during execution of the work are to be made good by the contractor at his cost and within contract duration.

37. All personnel including supervisors are employed for the work in the premises of CKSRU will have to wear uniform with Employee's name prominently printed on the front and back side. All employees should be provided with personnel protective equipment such as coverall, shoes, gloves, safety helmet cap etc.. of approved standards.
38. Piping-All the pipes wherever required to be renewed by the contractor as per scope of work in the defect list, will be quoted by the contractor inclusive of end fittings and bends. All pipes are required to be surveyed /inspected is to be chemically cleaned and pressure tested prior to installing the same back, if found in satisfactory condition. All pipes to be chemically cleaned, blown through prior to pressure testing. All pipes/vales being renewed /chemically cleaned/pressure tested are to be primer applied. Claim for additional/growth of work for chemical cleaning/pressure testing of pipes being surveyed/inspected will not be admitted irrespective of same is indicated in work package or not. The CONTRACTOR shall suitably blank various pipes and equipment openings opened by them or their sub-hip repair contractors during the work so as to prevent ingress of any dire, moisture and foreign matter through these openings. The contractor shall also persevere the onboard structure, spaces, systems and equipment wherein repairs are being carried out, under their charge, during the period of vessel's refit. Any damage arising out of Contractor's default on this account shall be borne by the CONTRACTOR.
39. Valves- Overhauling/refitting of all valves include replacement of all worn out parts, gland packing and pressure testing. All consumables shall be quoted by contractor.
40. Spares like gland packing, gaskets, o-rings, seal, guide bars, nose, buffer rings, water gland seal, bolts& nuts to be provided by contractor.
41. Valves- Overhauling/refitting of all valves include replacement of all worn out parts, gland packing and pressure testing. All consumables shall be quoted by contractor.
42. Overhaul/repair-As contained in the DL serials, the term "Overhaul/repair" indicates comprehensive repairs of all defects existing in the system including replacement of components, fitting back the equipment and proving of system thereafter. The contractor is responsible for completion of trails and commissioning of the equipment renewed/repared/ overhauled/ calibrated. No separate charges will be admissible for trails. Trails/commissioning support to be provided by the contractor as the same forms a part of contractor's responsibility. All works are to be completed meeting the yard requirements within the stipulated time period and work completion certificates should be obtained as per the format provided by CKSRU.
43. QUALITY ASSURANCE & QUALITY CONTROL-QIS AND QAP-The CONTRACTOR shall submit a Quality Inspection Schedule /QAP within 5 days on accepting the job. QIP (Quality Inspection Plans) are to be prepared for all generic equipment, to enable effective QC coverage.QA checks and quality control responsibility is to be clearly defined in the Quality Assurance Plan(QAP).All inspection and clearance of quality shall be in line with CKSRU requirements.
44. In case of any technical queries please contact the following Executing Officers.

Sreejith S Deputy Manager Mob No: +91 7012135212 <a href="mailto:sreejith.s@cochinshipyard.in">sreejith.s@cochinshipyard.in</a>	Hari Shankar V Manager (Marine)(CKSRU) Mob No: +91 7356604589 <a href="mailto:harishankar.v@cochinshipyard.in">harishankar.v@cochinshipyard.in</a>
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## GENERAL TERMS AND CONDITIONS FOR THE TENDER

1. Tenderers are to carefully go through the terms and conditions and the techno commercial specification of the items for which offers are called for. Deviations, if any, shall be separately listed and specifically brought out in the offer. CSL reserves the right to accept / reject the deviations.
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/CKSRU 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/CKSRU, unless it is specifically mentioned.
5. Prices should be valid for acceptance for a period of four months (04 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/CKSRU 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/CKSRU.
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/CKSRU 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/CKSRU. 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/CKSRU 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. LD Clause: In case of delay in supply of ordered materials / delay in completion of work beyond the stipulated delivery / completion period which is not attributable to CSL, vendor 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 (basic price) in the case of machinery/equipment and of the value of materials / services delayed in the case of all other items/services subject to a maximum of 10% of the order value (basic price). For service orders, completion date as confirmed by the executing officer shall be reckoned for LD calculation.
18. Risk Purchase: If the supplier fails to supply the items ordered/complete the job scope within the delivery/completions date or violate any of the terms and conditions of the contract, CSL/CKSRU shall have the following rights.
  - (1) To terminate the contract with 15 days' notice forfeiting the security deposit.
  - (2) To initiate alternate procurement action at the risk and cost of the vendor.
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 later 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 Services shall be guaranteed for a minimum period of 06 months from the date of successful commissioning/final acceptance.
20. Suppliers are generally allowed to depute their authorized representative to be present at the time of opening of the price bid. However this will be subject to the discretion/SOP of CSL, in view of the restrictions imposed by Govt/local body/CSL due to Covid-19 outbreak. At present, in view of COVID-19 pandemic, Vendors are not allowed inside CSL to attend opening of the price bid.
21. Cochin shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian agent to deal with Cochin shipyard Ltd., the agency commission payable by the supplier to such an agency shall be intimated. If manufacturers affect the supply through agents only, authorization in writing from manufacturers in favour of the agent for supply to CSL shall be furnished. In case where an agent participates a tender on behalf of a foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. In a tender, either the Indian agent on behalf of the principal/ OEM or principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/ OEM, the same agent shall not submit a bid on behalf of another principal/ OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender. 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.

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. Public Procurement Policy initiatives of Govt. of India, pertaining to MSME's, startup etc as per CSL website ([www.cochinshipyard.in](http://www.cochinshipyard.in)) shall be applicable for this tender.
29. Vendor is solely responsible for the safety of its personnel inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic challan remittance copy of ESI&EPF details of their employees and employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in CSL like safe usage of tools & tackles, electrical safety guidelines, gas management system etc. Scrap management system & disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.
30. Asbestos should not be part of any material /packing material supplied to CSL.
31. Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with: (1) all procedures and policies provided by CSL, including CSL's, environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities.
32. Service provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable. In case your employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently covered under above noted regulations. The certificate of compliance from Contractor as per attached format shall also be filled and submitted along with submission of bills for payment. Bills without duly certified "certificate of compliance from Contractor" shall not be passed for payment. (Form for Compliance of Provisions of various labour Enactments attached as Enclosure - 4)



33. Vendor will package products according to instructions of CSL provided in the purchase order, and if nothing is provided, then according to good commercial practice to ensure safe arrival of the products. Avoid plastic materials for packing to the extent possible. Packing material shall be ecofriendly. Vendor should follow the statutory requirements of the products offered. In case of chemicals and toxic materials being supplied, vendor should furnish material safety data sheet (MSDS) compulsorily along with the material.
34. Acknowledge the receipt and acceptance of purchase order/Work order by signing and returning a copy of the same within three days of receipt of the same. If the acknowledgement is not received, it will be presumed as accepted.
35. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
36. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
37. Vendors shall take back rejected products, if any, and immediately supply new product/ rectified product at vendor's expense, including all freight costs.
38. For product that is discovered defective during the warranty period, vendor will, at vendor's expense replace or repair defective product and re-deliver such repaired or replaced product to CSL within a commercially reasonable timeframe agreed by CSL.
39. Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses.
40. CSL is not obligated to pay any invoice submitted 180 days or more after a product is shipped or services are completed.
41. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
42. Vendor warrants that the products and services will comply with their specifications and will be of good quality acceptable to CSL/ship and must be fit for any purpose made known to vendor.
43. Vendor warrants that the products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the warranty period.
44. Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
45. Vendor and personnel will (1) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and (2) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL.

46. Vendor will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.
47. 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 enforcement of risk purchase clause.
48. List of deviations from the general terms and conditions shall be submitted and the same shall be mutually acceptable. In the event of no deviation list submitted by the vendor, it is presumed that all conditions are accepted by the vendor.
49. All certificates called for in order specification must be sent to CSL at the time of delivery of items all the material supplied must satisfy CSL quality requirements.
50. Invoice:
  - (i) All invoices must be sent to CSL on delivery of items /work completion as per the order terms
  - (ii) Purchase order number and date and dispatch particulars should be clearly mentioned in the invoice.
  - (iii) Wherever payments are authorized through bank, copy of the invoice should be forwarded directly to CSL under intimation so as to facilitate release of document in time. All bank charges will be to vendor's account.
  - (iv) When the payment is in installments, separate invoice is required for each payment.
  - (v) 100% payment will be made against your invoice on satisfactory completion of the work.

The documents for releasing payment - original invoice with service report duly signed by vessel owner and CSL officer-in-charge along with documentary proof of expenses after satisfactory completion of work.
51. "In case imported items are part of the items required for the job Customs duty exemption can be availed by CSL if order for these imported items is placed on high sea sales basis by CSL or direct import order on bidder's principals for import items by CSL. In case of import orders/ high sea sales, the offer has to be on CFR basis to the nearest airport/as mentioned in the enquiry. The customs clearance, DO charges payment and IGST payment against bill of entry shall be done by CSL. In case of direct import orders by CSL, copy of Airway bill, foreign currency invoice and packing list would be required. In case of High Sea Sale, HSS agreement and INR invoice in addition to copy of Airway bill, foreign currency invoice and packing list shall also be required. The copy of all documents to be forwarded to CSL by email at least two days prior to arrival of the consignment at Airport for CSL to arrange the Customs exemption documents and file Bill of entry prior/ latest on date of arrival of the consignment itself. In case of any delay in receipt of documents, the bill of entry late filing fine shall be adjusted from the vendors payment."

Tender conditions for Restriction of bidders sharing land border with India is attached below and certificate as required in the below conditions to be submitted along with tender documents.

<b>Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020</b>	
<b>A</b>	<b>Requirement of registration</b>
<b>1</b>	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt. of India has extended lines of Credit or in which Govt. of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
<b>2</b>	Wordings of certificate to be submitted along with tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).
<b>2</b>	Wordings of certificate to be submitted along with tender documents for Works involving possibility of subcontracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
<b>B</b>	<b>Validity of registration</b>
<b>1</b>	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
<b>C</b>	<b>Competent authority and Procedure for registration</b>

1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	<b>Definition of Bidder and Bidder from a country sharing land border with India</b>
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2	<p>"Bidder from a country which shares a land border with India" for the purpose of this Order means:-</p> <ul style="list-style-type: none"> <li>a) An entity incorporated, established or registered in such a country; or</li> <li>b) A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d) An entity whose beneficial owner is situated in such a country; or</li> <li>e) An Indian (or other) agent of such an entity; or</li> <li>f) A natural person who is a citizen of such a country; or</li> <li>g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ul>
3	<p><b>Type of business entity</b>          (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO)          In case of incorporated entity - to attach certificate of incorporation</p>
	<p><b>Beneficial Owners</b>          - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23<sup>rd</sup> July, 2020.          Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.</p>

52. Following are the Tender Conditions Preference to Make in India

<b>Tender condition - Preference to Make in India</b>		
A	Purchase preference in accordance with Public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/-B.E -II dt ,4.6.2020 and as amended from time to time shall be applicable as per below	
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value	
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores, only Class I local suppliers along with Class II local suppliers shall be eligible to bid.	
	<b>Purchase preferences for Class I local suppliers</b>	
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	

<b>C</b>	Local content requirement to categories a supplier as Class I/Class II /Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
1	Class I -Local content equal to or greater than 50%	
2	Class II-Local content greater than 20%, less than 50%	
3	Non local -Local content less than 20%	
<b>D</b>	<b>Declaration of local content</b>	
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for ClassI/Class II as applicable including details of locations at which local value addition is made.	
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
3	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	

### 53.ARBITRATION :

1. Any disputes arising the currency of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.

2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in

accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.

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



## **TENDER QUALIFICATION CRITERIA**

### **1. Technical Criteria**

- a) Firm should have undertaken major Pipelines Repair preferably dredge pipe line jobs on turnkey basis in Ships during the last 05 years ending last day of month previous to the one in which tenders are invited.
- b) The firm should submit documentary evidence/copy of contract signed with Vessel owner or Shipyard as a proof of undertaking repair contract which shall include Pipelines & valve Repair on turnkey basis.
- c) Should have successfully completed at least 1 repair project of any Ship during the last 3 years.
- d) CSL reserves the right to reject any/all bid in case of any apprehension on the experience/ capability of the firm to execute the work on time.
- e) The firm should submit an undertaking that they shall not subcontract the work or part of work to any other agency if awarded the contract.

### **2. Financial Criteria**

- a) Audited financial statements of last three years to be submitted along with the offer. In case audited results of 2020-21 are not published, the financial statement certified by a chartered accountant may be submitted. Profit and loss account statement for the respective financial year to be submitted as proof.
- b) CSL reserves the right to reject any/all bid based on the financial statement or credit rating, in case of any apprehension on the financial capability of the firm to execute the work on time.





**LIST OF APPROVED WELDING CONSUMABLES**

Welding consumables that have undergone short and long term tests at Cochin Shipyard Limited and approved for Hull and Outfit welding works are listed below :

**COMMERCIAL NEW BUILDING**

Sl.No.	Name of Process	Brand Name	Manufacturer
<b>1</b>	<b>MANUAL METAL ARC WELDING</b>		
1.1		Vordian	ESAB INDIA LTD.
1.2		Smooth Arc	Voltarc
1.3		Steelon Ultra	Modi Arc Electrodes Co.
1.4		Vortex-2	ESAB INDIA LTD.
1.5		Philips C23S	ESAB INDIA LTD.
1.6		Modi 7014	Modi Arc Electrodes Co.
1.7		KR 3000	Kiswel SDN BHD Malaysia
1.8		Mailarc - 13R	Mailam India Ltd.
1.9		Mailarc - 18	Mailam India Ltd.
1.10		K.7024	Kiswel SDN BHD Malaysia
1.11		Royal.S	Royal Arc Electrodes Ltd.
1.12		Corotherme Special	D & H Electrodes
1.13		OK 73.08	ESAB INDIA LTD.
1.14		SUPABASE-XPLUS	Ador welding Ltd.
1.15		Royal Therm	Royal Arc Electrodes Ltd.
1.16		GRICON GREEN	GEE Ltd., Kalyan
1.17		Griduct 100 E 8018 G	GEE Ltd., Kalyan
<b>2</b>	<b>AUTO CONTACT WELDING</b>		
2.1		Autocon 27	Kobe Steels
2.2		Autocon 52-28	Kobe Steels
<b>3</b>	<b>CO2 (GMAW) WELDING</b>		
3.1		K 71T/C1	Kiswel SDN BHD Malaysia
3.2		CHOSUN - CSF - 71T - 1.	Chosun welding Electrode Korea
3.3		Weld 71T-1/C1	ESAB INDIA LTD.
3.4		KFX-71T/C1	KUANG TAI METAL CO. LTD
3.5		AUTOMIG -FC121	ADOR WELDING LTD.
3.6		NSSW SF-1	NIPPONSTEEL&SUMIKIN WELDING CO. LTD



LIST OF APPROVED WELDING CONSUMABLES

CSL/QMS/IQC-Inspn/FORM13

<b>4 NON GAS WELDING</b>		
4.1	OW 56	Kobe Steels
<b>5 ELECTRO - GAS WELDING</b>		
5.1	HS 42 G	Kobe Steels
5.2	NSSW EG - 3	NIPPONSTEEL&SUMIKIN WELDING CO. LTD
<b>6 CONSUMABLE NOZZLE ELECTRO - SLAG WELDING</b>		
6.1	Wire : Nittetsu Y - CM Fl : Nittetsu EG - 3 Nozzle Nittetsu SES - 15	NIPPONSTEEL&SUMIKIN WELDING CO. LTD
<b>7 SUBMERGED ARC WELDING</b>		
7.1	Wire :SAI Flux :BRDI	ESAB INDIA LTD.
7.2	Wire : Automelt Gr.A Flux : Automelt Gr.II	Ador welding Ltd.
7.3	Wire :US 43 Flux :PFI-45	Kobe Steels
7.4	Wire :Automelt Gr.C Flux :Automelt Gr.IV	Ador welding Ltd.
7.5	O.K.Autrod 13.36 O.K.Flux 10.71	ESAB INDIA LTD.
	SW NCM 223- 3.2 & 4.0 mm wire &flux Geeflux 521	Star wire GEE Ltd.
7.6	SW NCM 221- 3.2 & 4.0 mm wire & flux Geeflux 521	Star wire GEE Ltd.
7.7	WIRE-AUTOMELT EH10K & FLUX-AUTOMELT B41	Ador welding
7.8	WIRE-AUTOMELT EH14 & FLUX-AUTOMELT B31	Ador welding
<b>8 ONE SIDE WELDING (FCB)</b>		
8.1	Wire : US - 43 Covering Flux : PFI - 45 Backing Flux : 50R	Kobe Steels
8.2	Wire : Nittetsu - YA Covering Flux : NSH - 50 Backing Flux : NSH - IR	NIPPONSTEEL&SUMIKIN WELDING CO. LTD
8.3	Wire : US - 43 Covering Flux : PFI - 50 Backing Flux : 50R	Kobe Steels
8.4	NSSW Y-DL NSSW NSH-55ER NSSW NSH-1RM	NIPPONSTEEL&SUMIKIN WELDING CO. LTD



LIST OF APPROVED WELDING CONSUMABLES

CSL/QMS/IQC-Inspn/FORM13

<b>9 SPECIAL CONSUMABLE WIRE</b>			
9.1		GETIG 9314 Silver brazing rod	GEE Ltd., Kalyan
9.2		GETIG 812 Cupronickel Filler wire	GEE Ltd., Kalyan
9.3		GETIG 811 Copper Filler wire	GEE Ltd., Kalyan
9.4		FSH - TIG CuSi3- Copper wire	FSH
9.5		ESAB Crystalloy 80 Copper wire	ESAB INDIA LTD.

<b>DEFENCE VESSEL</b>			
<b>1 MANUAL METAL ARC WELDING</b>			
1.1		UNIMATE - 1	Honavar
1.2		GRIDUCT - 100	GEE Ltd., Kalyan
1.3		GRIDUCT - 200	GEE Ltd., Kalyan
1.4		NITHERME 2.5 MOD	D & H Electrodes
<b>2 GMAW WITH Ar + CO2 MIX</b>			
2.1		OK TUBROD 15.24	ESAB INDIA LTD.
2.2		COREFIL - Ni (MOD)	DWEKAM Electrodes
2.3		GW NCM 221 1.2 MM	Star wire GEE Ltd.
2.4		GW NCM 223 1.2MM	Star wire GEE Ltd.
<b>3 SAW</b>			
3.1		SW NCM 221 Geeflux 521	Star wire GEE Ltd.
3.2		SW NCM 223 Geeflux 521	Star wire GEE Ltd.

## **PRE CONTRACT INTEGRITY PACT**

### **COCHIN SHIPYARD LIMITED**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .... day of the month of ....., between, on one hand, the President of India acting through Deputy General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

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

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

#### **NOW, THEREFORE,**

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

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### **Commitments of the PRINCIPAL**

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

**3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.

- 3.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

#### **4. Previous Transgression**

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

#### **5. Earnest Money (Security Deposit)**

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

#### **6 Sanctions for Violations**

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

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



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

## **7 Fall Clause**

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

## **8 Independent Monitor**

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

- (i) Shri. Om Prakash Singh, IPS (Retd.),  
Flat No. D-801, Prateek Stylome,  
Sector-45, Noida,  
Uttar Pradesh – 201301  
Mob: 9818564455  
Email: Ops2020@rediffmail.com
- (ii) Shri. Jagadip Narayan Singh, IAS (Retd.),  
C-54, Bharatendu Harischandra Marg,  
Anand Vihar, Delhi – 110092.  
Mobile: 9978405930  
Email: jagadipsingh@yahoo.com

- 8.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6** The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7** The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

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

## **10 Law and Place of Jurisdiction**

- 10.1** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2** A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

## **11 Other Legal Actions**

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

**12 Validity**

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

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

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

**PRINCIPAL**

Name of the Officer

Designation

Dept./MINISTRY/PSU

**BIDDER**

CHIEF EXECUTIVE OFFICER

Witness

1.....

2.....

Witness

1.....

2.....

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

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/  
WARRANTY GUARANTEE**

To  
COCHIN SHIPYARD LTD. KOLKATA SHIP REPAIR UNIT  
(GOVT. OF INDIA ENTERPRISE,)  
DRY DOCK OFFICE BUILDING, NETAJI SUBASH DOCKS, GATE NO.9,  
CIRCULAR GARDEN REACH ROAD, KOLKATA, 700024. INDIA.

WHEREAS .....(Name & Address of Supplier)(hereinafter called "**the Supplier**")  
has ..... undertaken, ..... in ..... pursuance ..... of  
Contract.....No..... Dated:  
..... to execute ..... (Name of Contract and brief description of  
works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD- KOLKATA SHIP REPAIR UNIT** (The Buyer- hereinafter called "**CKSRU**") in the said contract that the Supplier shall furnish **CKSRU** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we..... (Name of the Bank) having its Head Office at  
.....(Address of Head Office) and acting through its branch office at  
..... (Address of the executing branch) (hereinafter called "the Bank") hereby affirm  
that we are the Guarantor and responsible to **CKSRU**, on behalf of the Supplier up to a total of  
..... (amount of Guarantee) .....in words)

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **CKSRU** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

**Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....  
(..... only).

2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CKSRU** serve upon us a written claim or demand on or before .....(validity date).

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,  
Signature and seal of the  
guarantor: .....

Name of  
Bank: .....

Address: .....  
Date: .....

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

COCHIN SHIPYARD LIMITED  
KOCHI-15  
(PERSONNEL AND ADMINISTRATION DEPARTMENT)  
(WELFARE SECTION)

**MANDATORY COMPLIANCE UNDER APPLICABLE LABOUR LAWS BY CONTRACTORS  
ENGAGED IN COCHIN SHIPYARD LIMITED**

No.PAWEL/CONT/01/08

DATE: 17.07.2021

All subcontractors engaged in CSL for various sundry and sporadic works other than material supply are required to comply with various applicable Labor Laws enacted by Central as well as State Government such as (i) Employees' Provident Funds & Miscellaneous Act 1952, (ii) Payment of Wages Act 1936, (iii) Minimum Wages Act 1948, (iv) Contract Labour (Regulation & Abolition) Act 1970, (v) Inter-state Migrant (Regulation of Employment and Condition of Service) Act 1979, (vi) Employees' State Insurance Act 1948, (vii) Workmen's Compensation Act 1923, (viii) Kerala Labour Welfare Fund Act 1975 etc. Instances have been reported that non compliance of statutory obligation by the subcontractors invited legal action against CSL being the Principle Employer.

In order to ensure that the subcontractors mandatorily comply with statutory obligations provided under the acts mentioned above, a compiled check list named "CERTIFICATE OF COMPLIANCE FROM CONTRACTOR" is prepared and attached herewith. The subcontractor shall certify the checklist on submission of each bill for payment with effect from 01.08.2021. It is informed that bills without duly certified "CERTIFICATE OF COMPLIANCE FROM CONTRACTOR" will not be passed for payment by Welfare Section. "CERTIFICATE OF COMPLIANCE FROM CONTRACTOR" is applicable to all contractors irrespective of number of workmen engaged by the subcontractor in the preceding 12 months.

All contract awarding officers may please bring this requirement to the notice of the respective contractors for compliance.

  
(Thankaraj C R)  
Assistant General Manager & CWO

**CERTIFICATE OF COMPLIANCE FROM CONTRACTOR**

(FOR COMPLIANCE OF PROVISIONS OF VARIOUS LABOUR ENACTMENTS)

MONTH:

VENDOR CODE :

PROJECT:

NAME OF CONTRACTOR:

WORK ORDER NO.:

DATE:

SL. NO.	NAME OF ACT FOR COMPLIANCE	YES	NO	REMARKS
<b>1.</b>	<b>EMPLOYEES' PROVIDENT FUNDS &amp; MISCELLANEOUS ACT, 1952</b>			
a)	I have been allotted PF code number from PF authorities			
b)	Deposit of deductions paid by 15 <sup>th</sup> of each month (Date on which copy of challan sent by email to Welfare Section along with challan number)			
c)	Inspection Book maintained for observations of the Inspector			
d)	Any other provisions not mentioned above			
<b>2.</b>	<b>PAYMENT OF WAGES ACT, 1936</b>			
a)	Payment of wages by 7 <sup>th</sup> of each month			
b)	Certification by representative of the Company on the original wage register of the payments made to the labour.			
c)	Payment of overtime as per Act			
d)	Records for Digital Payment (Account number, date & mode of payment through which payment made)			
e)	Abstract of the Act and Rules in English, Hindi & Malayalam displayed			
f)	Any other provisions not mentioned above			
<b>3.</b>	<b>MINIMUM WAGES ACT, 1948</b>			
a)	Payment of minimum wages by the contractor as per rules by Central/ State Govt. Authorities			
b)	Display of an abstract of the Act			
c)	<b>Returns, forms, records to be maintained &amp; submitted to the Authorities</b>			
	Form I –Nomination and Declaration Form			
	Form II –Register of Deductions for damage & loss			
	Form IV –Overtime Register of workers			
	Form XI -Wage slip issued			
d)	Any other provisions not mentioned above			
<b>4.</b>	<b>CONTRACT LABOUR (REGULATION &amp; ABOLITION) ACT, 1970</b>			
a)	I am holding a valid license and complying with the conditions contained therein			
b)	Display an abstract of the Act in English, Hindi & Malayalam			
c)	Display notices showing in English & Hindi			

	Rates of Wages ( in remarks column)			
	Hours of work ( in remarks column)			
	Wage period (in remarks column)			
	Date of payment of wages			7 <sup>th</sup> of every month
	Name & Address of the Inspector			DLO, Ernakulam
d)	<b>Returns, forms, records to be maintained &amp; submitted to the Authorities</b>			
	Form A – Employee Register			
	Form B – Wage Register			
	Form C – Register for Loan Recoveries			
	Form D –Format of Attendance Register			
f)	<b>Welfare facilities</b>			
	Arrangements hygienic & clean drinking water sites			
	Provision of urinals/ toilets at each site and to keep them clean			
	No workers less than the age of 18 years is engaged at site			
	No female worker is employed after 0700pm at site			
	First-aid box with necessary medicines kept t the site			
	Canteen provided where more than 100 workers are ordinarily employed			
	Rest Room provided			
g)	<b>Employment of Sub-contractor</b>			
	Whether any sub-contractor has been engaged during this period			
	If yes, whether Principal employer has been informed and all requisite formalities for licensing, registration etc have been completed			
h)	Any other provisions not mentioned above			
<b>5.</b>	<b>INTER-STATE MIGRANT (REGULATION OF EMPLOYMENT AND CONDITION OF SERVICE) ACT 1979</b>			
	Modus operandi of recruitment of contract labour determines the status of worker as INTER-STATE MIGRANT			
a)	Whether any migrant labour has been engaged			
b)	<b>If yes, whether the facilities are being provided</b>			
	Workmen issued a pass book with photograph			
	Inter-state migrant workmen paid displacement allowance equivalent to 50% of monthly wages			
	Journey allowance/ return fare paid to workmen by the contractor			
	Medical facilities			
	Protective clothing			
	Residential accommodation			
c)	Any other provisions not mentioned above			
<b>6.</b>	<b>EMPLOYEES’STATE INSURANCE ACT 1948 (To fill only if applicable)</b>			
a)	Contributions payable to be deposited with ESI Authorities latest by 15 <sup>th</sup> of every month(Date on which copy of challan sent by email to Welfare Section along with challan number)			



b)	<b>Returns, forms, records to be maintained &amp; submitted to the Authorities</b>			
	Form 7 –(Register of employees) is being maintained			
	Accident Book is maintained in Form 15			
	Accident Report on Form 16 is being sent to ESI local Office and Dispensary			
	Form 6 –(Return of contribution) are being submitted within time			
	Inspection book is maintained			
c)	Any other provisions not mentioned above			
<b>7.</b>	<b>WORKMEN'S COMPENSATION ACT 1923</b>			
a)	For workers who are out of ESI coverage has been taken Workmen Compensation Insurance & Third Party Risk and is valid as per requirement			
b)	Benefit under the Act to be extended in case of employment injury			
c)	<b>Returns, forms, records to be maintained &amp; submitted to the Authorities</b>			
	Form EE –(Report of fatal accident) is being submitted to Commissioner			
	Annual Return is being submitted – details of accidents			
	Benefit under the Act to be extended by in case of employment injury			
d)	Any other provisions not mentioned above			
<b>8.</b>	<b>KERALA LABOUR WELFARE FUND ACT, 1975</b>			
a)	Deposit of deductions paid on or before 10 <sup>th</sup> January and 10 <sup>th</sup> July of every year			
b)	KLWF Registration No.			
<b>9.</b>	Whether you have returned the Access Control Cards of workers who completed current project. (If not, attach challan of fine remitted)			
I hereby certify that the above information provided is correct. That in the event of default of any or all the above compliances, I will be liable & responsible for the same at my own risk & cost.				
Date:				
(Signature & Stamp of the Contractor)				

Checked by

Verified by



**Report ID:** GEM/GARPTS/13112021/7KFE1073BXIT

**Report Name:** DREDGE PIPE FABRICATION AND RENEWAL

**Generated By:** VINURAJ P S , Department of Public Enterprises , Ministry of Ports, Shipping and Waterways

**Generated On:** 13/11/2021

**Valid till:** 13/12/2021

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

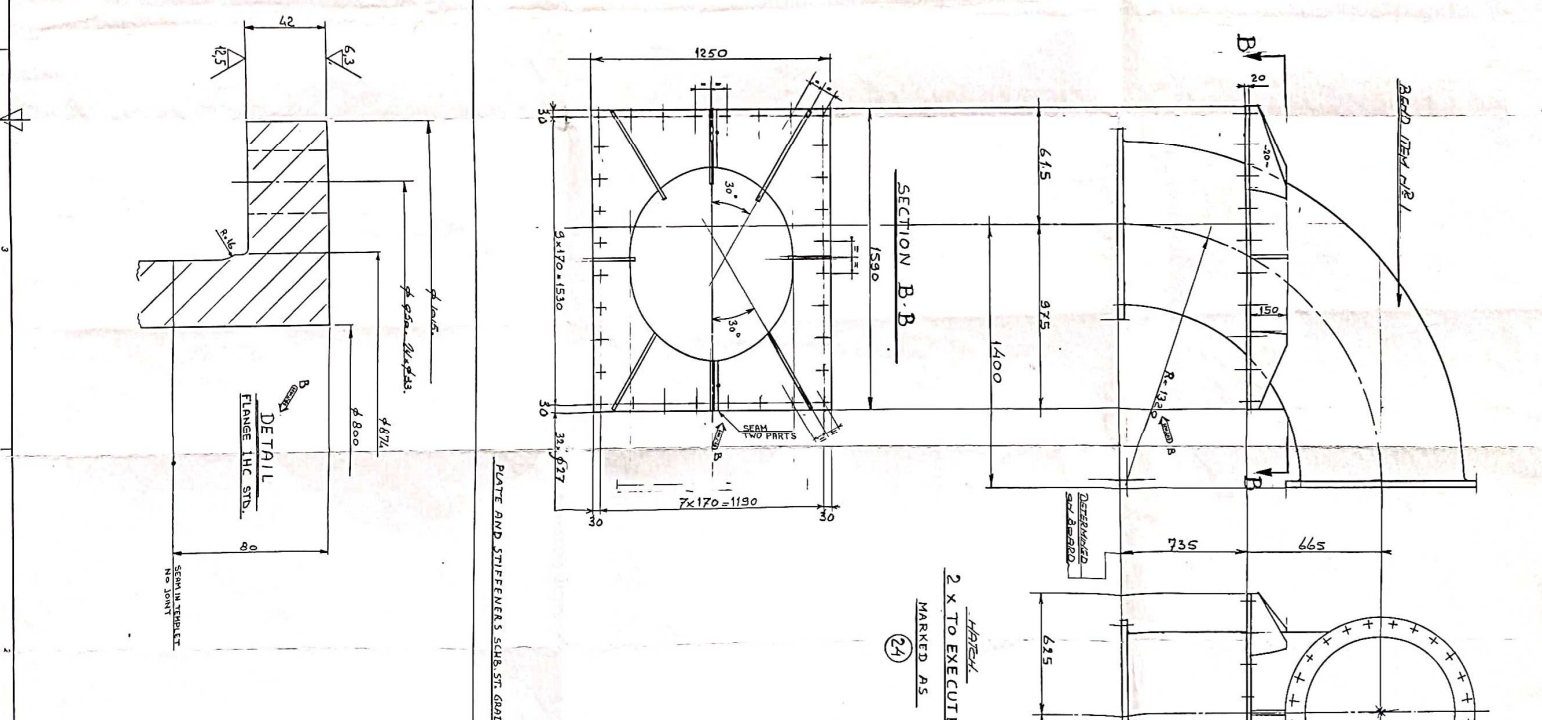
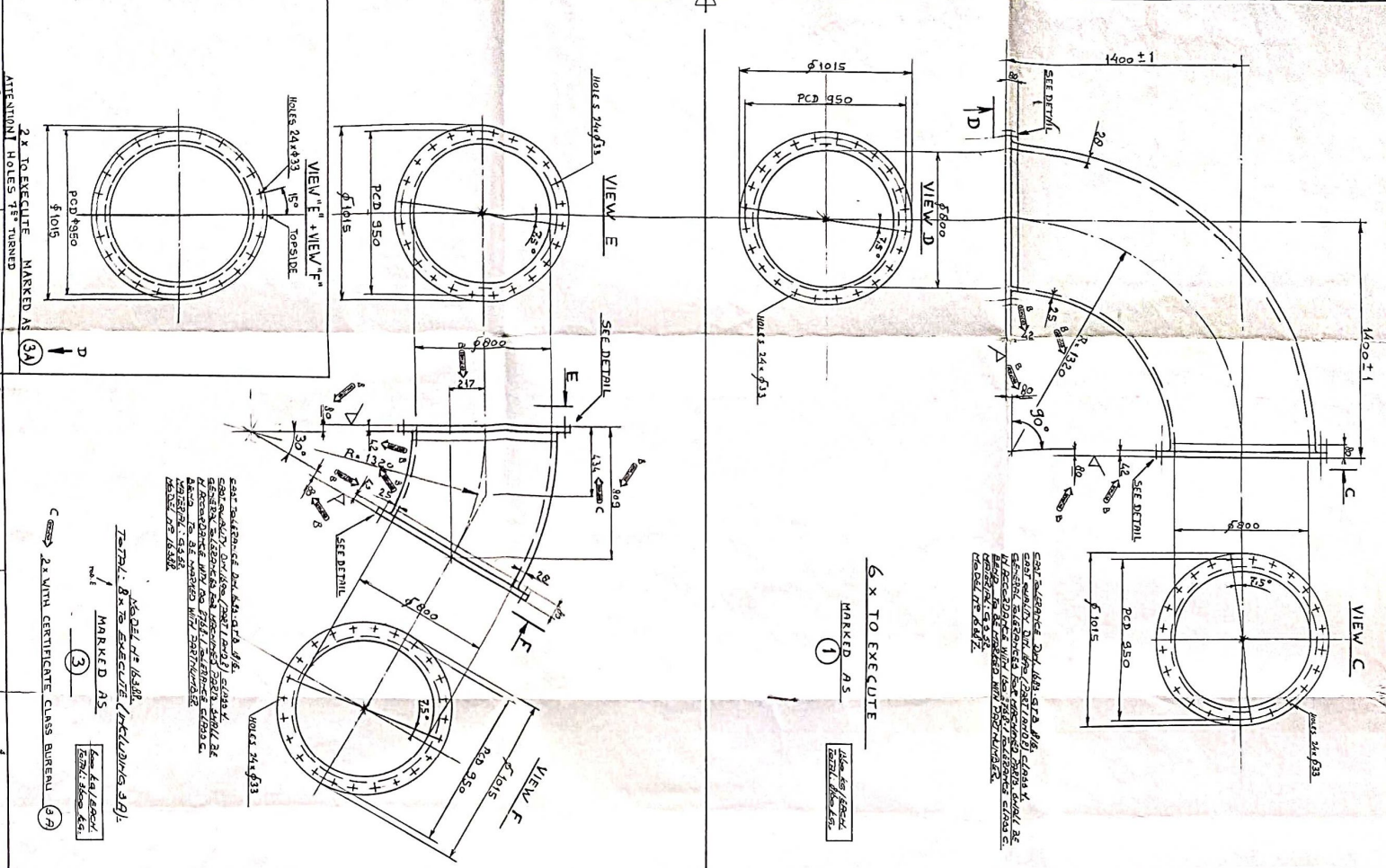
#### **1. Search String: DREDGE PIPE FABRICATION AND RENEWAL**

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

The specifications of the required product have been uploaded in RMS vide RMS request no LIB1667657 which may be taken up by GeM for new category creation.





ALL SEPARATE PIECES TO BE MARKED WITH IDENTIFICATION NUMBER ALL MARKING TO BE WELDED ON FOR LOCATION SEE DWG. 115 0342-010/020.

WAT' BY CASTINGS - LAST STEEL 53

APPROVAL NUMBER: 17.01.1998

ITEM NR. 13.3A4.24

NO.	REV.	DESCRIPTION	DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DRG. NO. 13.3A4.24-5

DATE: 17.01.1998

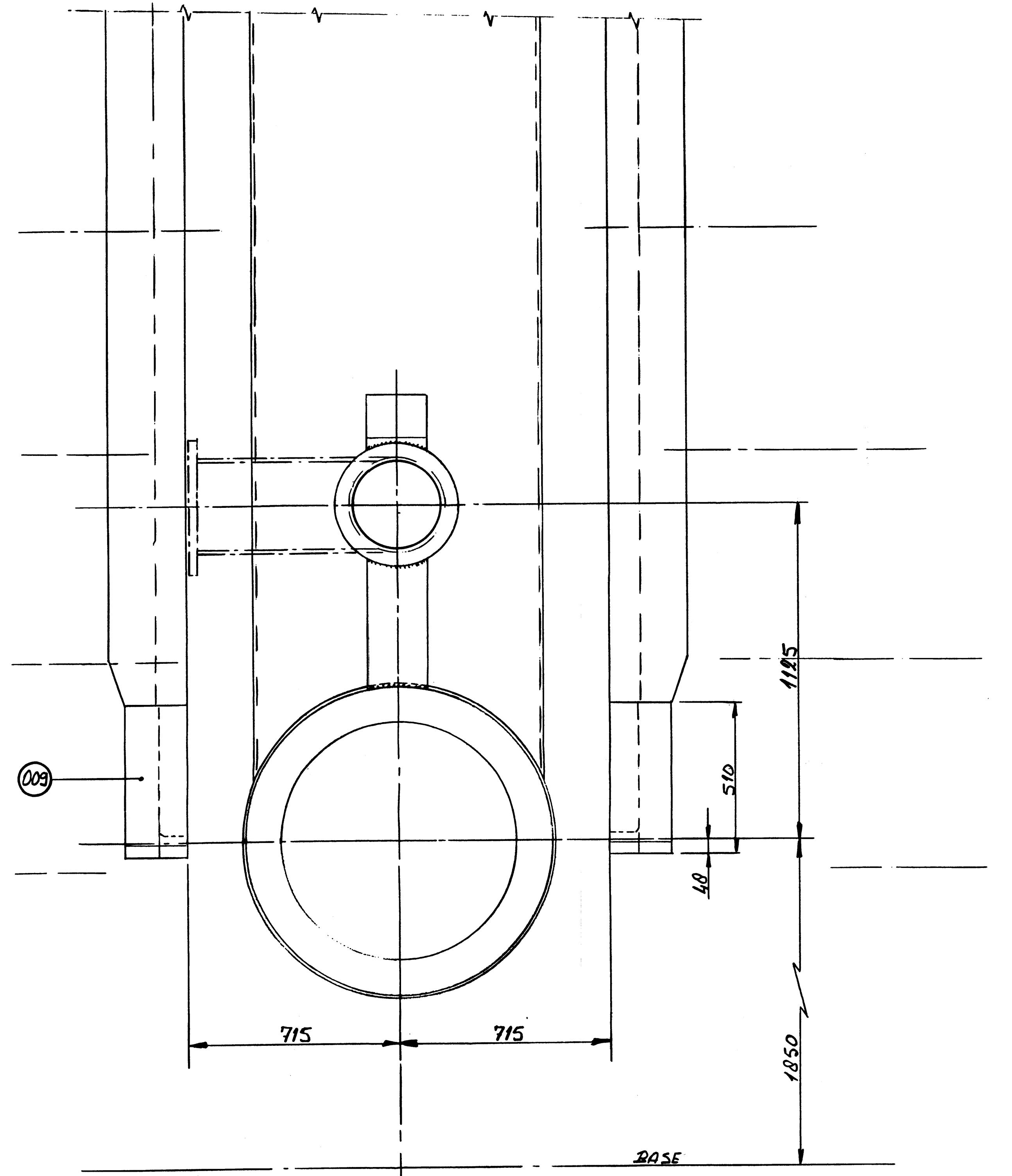
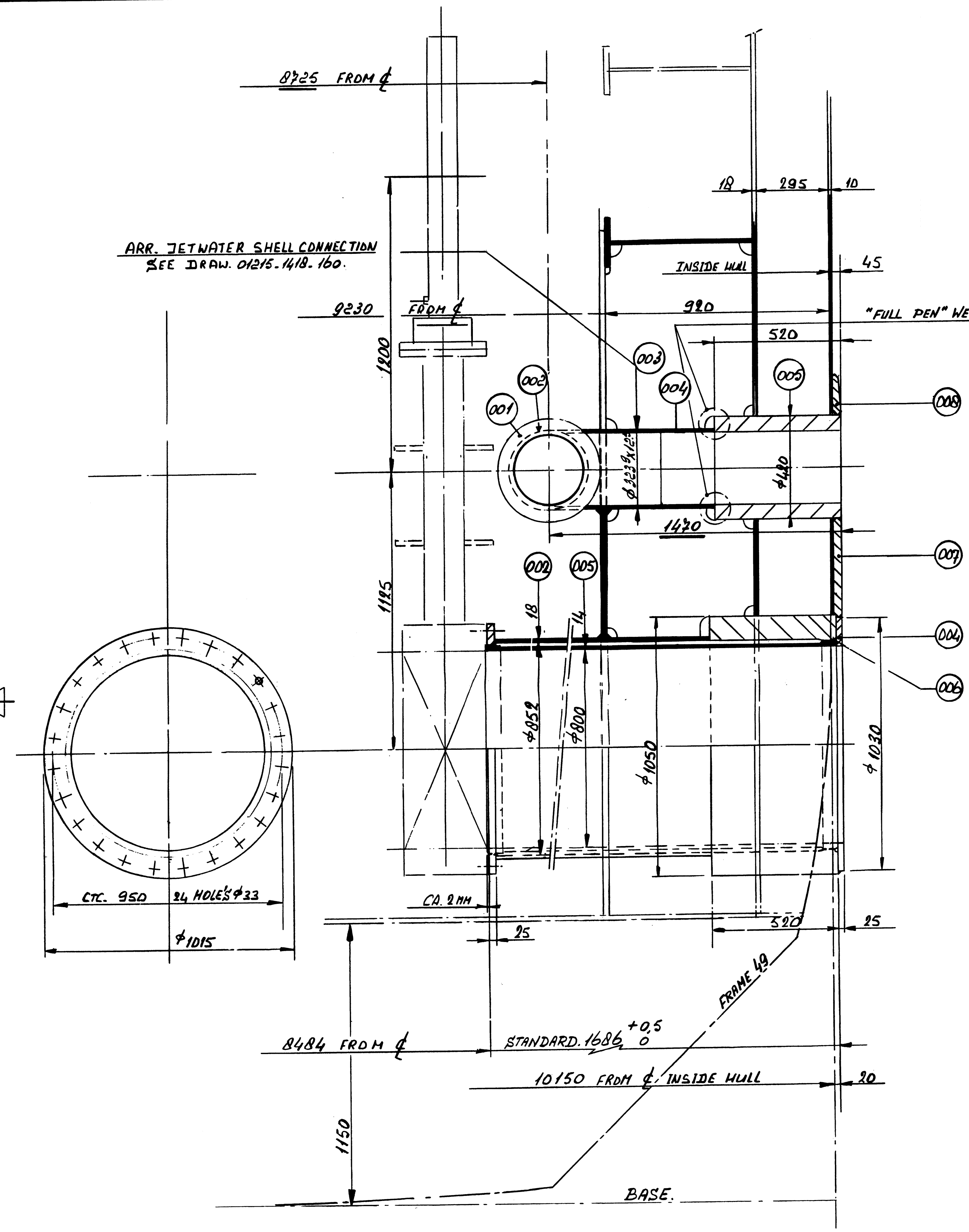
SCALE: 1:10

DESIGNER: K4/E

CHECKER: K4/E

DATE: 17.01.1998

Wijzigingen			
Letter	Omschrijving	Per.	d.d.
A			



APPROVED...LLOYD'S REGISTER DD. 13-01-1998.  
 APPROVED..... By OWNER DD. - - 1998.

FOR LIST OF PARTS SUCTION INLET SEE DRAW. No 01215-1418-110.  
 FOR LIST OF PARTS JETWATER ---- SEE DRAW. No 01215-1418-130.

Aantal		Benaming		No.	Aanduiding	Code No.	M	B	S	No.	Opmerkingen
1	1	SUCTION INLET									1xSB+1xPS.
Aantal		Benaming		No.	Aanduiding	Code No.	M	B	S	No.	Opmerkingen
1	1	SUCTION INLET									1xSB+1xPS.

Order- en aanbestedings No.	Naam	d.d.
Consr.		
Gecont.	J.H. Berts	19/1/98
Bereit.		
Projectmethode:		

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<b>DREDGERS</b>		
<b>KINDERDIJK</b>		WILT U BIJ VERLENING VAN DEZE TEKENING NEVENSTANDAARDIGE ZWART MAKEN I.V.M. NIET UP-TO-DATE HOUDEN VAN HET MICRO ARCHIEF
Ontleend aan:	Registratie No.:	01215.1418.100
Schaal:	Uitvoerings No.:	
1:10		