

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

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज़ / TENDER DOCUMENT

TENDER NO. SB-OSD/ASW/956/2025 Dtd: 19-06-2025

SPOT FACING/COUNTER BORING HOLES OF WEAPON
FOUNDATIONS IN ASW VESSELS

JUNE - 2025



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

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग/ OUTSOURCING DEPARTMENT

SB-OSD/ASW/956/2025
18 June - 2025

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/ASW/956/2025 Dtd 19-06-2025
कार्य का नाम Name of work	SPOT FACING / COUNTER BORING HOLES OF WEAPON FOUNDATIONS IN ASW VESSELS
निविदाएं प्राप्त करने की अंतिम तिथि और समय Last date & time of receipt of Tenders (भाग/Part I – तकनीकी-वाणिज्यिक बोली और भाग - II मूल्य बोली/ Techno-Commercial Bid & Part II-Price Bid)	10 July - 2025 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	30 June - 2025 at 11.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	10 July - 2025 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<p><u>For Technical queries:</u> Mr. Sandeep N S, M (IAC & DP) Mob No: 8138917195</p> <p><u>For Commercial queries:</u> Mr. Rajeev Kumar S, SM (Outsourcing) Mob No: 9995804310</p>

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

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

1. कोचीन शिपयार्ड लिमिटेड, एक प्रमुख पोत निर्माण और पोत मरम्मत उद्योग और वैश्विक पोत निर्माण के मोर्चे पर विख्यात, इच्छुक, प्रतिष्ठित, संसाधन संपन्न और वित्तीय रूप से सक्षम कंपनियों/ठेकेदारों को एकल चरण दो भाग बोलियों को प्रस्तुत करने हेतु आमंत्रित करता है।

Cochin shipyard Limited, a leading Ship Building & Ship repair industry and also well-known player on the global Ship building front, invites interested, reputed, resourceful and financially solvent firms/contractors to submit single stage two part bids.

2. निर्धारित प्रपत्र में मुहरबंद प्रतिस्पर्धी निविदाएं निविदा जांच के अनुलग्नक में उल्लिखित नियम और शर्तों के अनुसार होनी चाहिए।

The Sealed competitive tenders in the prescribed form should be as per the terms and conditions as mentioned in the annexure to tender enquiry.

- (i) पूर्व निविदा बैठक में भाग लेने के लिए सूचना और पृष्ठताछ, यदि कोई हो, तो निम्नलिखित मेल आईडी rajeevkumars@cochinshipyard.in & adarsh.s@cochinshipyard.in पर प्रति के साथ समय पर अग्रेषित की जानी चाहिए।

Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID: rajeevkumars@cochinshipyard.in & adarsh.s@cochinshipyard.in

3. निविदाएं दो बोली प्रणाली में प्रस्तुत की जानी हैं; भाग I: तकनीकी वाणिज्यिक बोली और भाग II: सॉफ्ट कॉपी के रूप में मूल्य बोली (पासवर्ड से सुरक्षित) और निर्धारित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी के पास पहुंच जानी चाहिए:

The tenders are to be submitted in two bid system; **Part I : Techno Commercial Bid** and **Part II : Price Bid (Pass word protected)** as Soft copy and should reach the under signed on or before the date and time as stipulated:

4. MODE OF SUBMISSION OF BIDS

- a. निविदा केवल ई-मेल के माध्यम से सॉफ्ट कॉपी में प्रस्तुत की जानी चाहिए। सीएसएल किसी अन्य प्रकार की निविदा स्वीकार नहीं करेगा।

Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender.

- b. ई-मेल के विषय में स्पष्ट रूप से निविदा पृष्ठताछ संख्या और जमा करने की देय तिथि का उल्लेख होना चाहिए। मूल्य बोलियों को पासवर्ड से सुरक्षित किया जाना चाहिए और जब तक मांगा नहीं जाता तब तक पासवर्ड अग्रेषित नहीं किया जाना चाहिए।

The subject of the E-mail should clearly state the tender enquiry number and due date of submission. Price Bid is to be password protected and password is not to be forwarded unless asked for.

- c. निविदा दस्तावेज़ पीडीएफ प्रारूप में प्रस्तुत किया जाना चाहिए और पीडीएफ प्रारूप से सीधे खोला जा सकता है। उपरोक्त का अनुपालन न करने वाले प्रस्तावों को बिना किसी सूचना के सरसरी तौर पर खारिज कर दिया जाएगा।

Tender Documents should be submitted in PDF Format and Directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.

- d. निविदाएं, तकनीकी - वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से **"SB-OSD/ASW/956/2025 "** विषय के साथ प्रस्तुत की जाएगी।

Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via email , with subject as **" SB-OSD/ASW/956/2025 "** to:

(ii) sboc.tender@cochinshipyard.in

(iii) rajeevkumar.s@cochinshipyard.in

(ii) adarsh.s@cochinshipyard.in

प्रतिलिपि / Copy to:

(iii) madhu.pk@cochinshipyard.in

5. बोलियां दिनांक **10 जुलाई - 2025** को अपराह्न **15.00** बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराह्न **15.30** बजे खोली जाएगी।

The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 10 July - 2025 and Part I Techno-Commercial Bid will be opened at 15.30 Hrs on the same day.

6. देर से आनेवाली निविदाएं/शर्तों वाली निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।

Late tenders / tenders with conditions will be summarily rejected.

7. सीएसएल ई-मेल द्वारा भेजी गई निविदाओं के विलंब, खो जाने या प्राप्त न होने की कोई ज़िम्मेदारी नहीं लेगा।

CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.

8. मूल्य बोली खोलने के लिए केवल तकनीकी रूप से योग्य बोलियों पर विचार किया जाएगा। तकनीकी पहलुओं और वाणिज्यिक शर्तों दोनों के लिए बोलियों का मूल्यांकन करने के बाद, तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं को भाग-II

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

9. सीएसएल दिए गए पासवर्ड में किसी भी त्रुटि के लिए जिम्मेदार नहीं होगा। निर्धारित समय सीमा के भीतर सही पासवर्ड जमा न करने पर बोली अस्वीकृत कर दी जाएगी।

CSL will not be responsible for any error in the password provided. Failure to submit the correct password within the stipulated timeframe will result in rejection of the bid.

10. केवल तकनीकी - वाणिज्यिक बोली खोलने को अनुबंध देने के लिए प्रस्ताव की स्वीकृति के रूप में नहीं माना जा सकता है।

Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.

11. भाग I (तकनीकी-वाणिज्यिक) बोली के साथ निम्नलिखित प्रस्तुत किया जाएगा:

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

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

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

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

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

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

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

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

12. पूर्व अनुबंध अखंडता संधि / PRE CONTRACT INTEGRITY PACT

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

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

13. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES

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

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

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

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

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

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

TENDER ENQUIRY NOTICE -

**SPOT FACING/COUNTER BORING HOLES OF
WEAPON FOUNDATION IN ASW VESSELS**

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

General Manager, Ship Building Division, Cochin Shipyard Limited, is the authorized person to accept the tender or part thereof, who does not bind himself to accept the lowest tender and reserves the authority to reject any or all of the tenders received without assigning any reason.



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

ANNEXURE I

जांच की नियम और शर्तें / TERMS & CONDITIONS OF ENQUIRY

**SPOT FACING / COUNTER BORING HOLES OF WEAPON
FOUNDATIONS IN ASW VESSELS
(BY 525, 526, 528 & 529)**

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. The work involves "Spot facing/Counter boring of Holes of Foundations onboard ASW Vessels BY 525, 526, 528 and 529" includes Spot facing/Counter boring of Holes of weapon foundations onboard each ASW vessel up to the entire satisfaction of OEM, CSL / Indian Navy (IN), with the available infrastructure facilities and equipment / materials / provided by CSL in accordance with the enclosed specifications and drawings, delivery schedule, CSL - Terms and conditions in all respects.
 - 1.1.1. Terms and conditions (Annexure I)
 - 1.1.2. Technical Specifications (Annexure II)
 - 1.1.3. Enquiry specification (Annexure III)
- 1.2. The work is to be carried out In-Situ (Onboard the vessels BY 525, 526, BY 528 and 529) allotted to the contractor inside CSL premises.
- 1.3. Bidders are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and CSL, before submitting their offer

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

- 2.1. Contractors should have the experience in executing similar jobs in other projects/ yards. The firm has to submit the document which validates the above-mentioned experience requirement.

2.2. GENERAL

- 2.1.1. Bidder shall be a single firm.
- 2.1.2. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State government/Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL or by any of the Public Sector Undertaking or Government

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department etc. The declaration of eligibility at Annexure VII shall be submitted in this regard.

- 2.1.3. All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of any other than bidding firm will not be considered for bidding firm's qualification.

2.3. FINANCIAL CAPABILITY

- 2.3.1. The bidder shall have an average annual financial turnover of **Rs. 12,00,000/-** Amount during the last three years ending on 31st March 2024.
- 2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its turnover and profit during the past three years. Certificate shall be as per the format placed at Appendix- B.

2.4. OTHER CONDITIONS

- 2.4.4. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipment's & facilities, Skilled / qualified Manpower, Work experience of similar job, etc. The firm has to submit the documents which validate the above mentioned Clause 2.1 requirements. Work order for material supply will not be considered.
- 2.4.5. The Contractor shall visit the site and locality and must have a clear idea about the job before submission of offer.
- 2.4.6. The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.
- 2.4.7. CSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.
- 2.4.8. The contractor shall be selected based on the verification of documentary evidences. Hence relevant documents in support shall be submitted.
- 2.4.9. The contractor should submit an undertaking that they shall not subcontract the work or part of the work to any other agency if awarded the contract, as per Appendix - F.
- 2.4.10. The bidding firm shall have key personnel having single point of contact with contract details. He/she shall have adequate and specialized experience capable of discharging their responsibilities.
- 2.4.11. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.

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- 2.4.12. Bidder should submit duly signed compliance matrix placed at Appendix – A for technical deviation/queries if any along with the offer.
- 2.4.13. If required, the documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.
- 2.4.14. Any technical clarification required shall be sought before submission of the offer. The Contractor shall conduct a site inspection before submission of offer.
- 2.4.15. **RIGHT TO VERIFICATION:** CSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

3. प्रस्ताव की वैधता / VALIDITY OF OFFER

- 3.1. The offer shall be valid for acceptance for a period of 90 days from the date of opening of the Part-I Techno-Commercial Bid.

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

- 4.1. The vessels under this contract are ASW vessels BY 525, BY 526, BY 528 and BY 529.
- 4.2. Contract will be concluded with the Bidder qualifying to Techno-Commercial conditions and emerging as L1.
- 4.3. **The spot facing/counter boring work for these four vessels is currently scheduled on different dates. However, the L1 firm should carry out spot facing/counter boring activities on multiple vessels simultaneously, in case of any schedule changes in future. Accordingly, they should arrange the necessary machinery and workforce to enable concurrent execution of work across multiple vessels, if required.**
- 4.4. In the event of resultant single bid, CSL reserves the right to place order in part/ full, depending upon project schedule, priorities, etc. and after assessing the bidder's financial capabilities, etc. CSL's decision in this regard will be final and binding on the bidders
- 4.5. CSL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder/ subcontracted Inspection Agency/ Agencies.

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- 4.6. CSL reserves the right to cancel the tender if required.
- 4.7. CSL reserves the right to cancel the requirement of Spot facing/Counter boring of Holes of individual equipment based on recommendation/decision by CSL/OEM/IN.
- 4.8. The contract will be valid for next ASW vessel BY 530 also.

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

- 5.1. The spot facing/counter boring requirements for vessels BY 525, BY 526, BY 528, and BY 529 are planned to be **staggered over the period from end-July 2025 to May 2027**. This schedule is highly tentative and subject to change based on dock slot availability, vessel construction progress, weapons receipt, and other factors. The exact schedule for each vessel will be communicated by IAC & DP department. The contractor shall plan mobilization accordingly. **A duration of 10 days is scheduled for completion of work on each vessel.**
- 5.2. Yard has the right to change the schedules of the project to the interests of the company and the firm should be capable of adjusting the resources according to the instructions from the Yard contact person.

6. कार्य प्रक्रिया / WORK PROCEDURE

- 6.1. The work procedure briefly for each category of works are mentioned in the Annexure III to the tender enquiry.
- 6.2. Necessary job instructions, drawings etc. for the work will be issued by CSL.
- 6.3. Contractor is to carry out the work as per the specifications / drawings supplied, and to the satisfaction of CSL.
- 6.4. Contractor should maintain the quality as per CSL Quality Standards, yard quality procedures. Inspection will be carried out during fabrication by CSL.

7. VALIDITY OF CONTRACT

- 7.1. Once the contract is awarded, the price offered and mutually agreed will remain firm till end of contract period and there will not be any escalation in rate.
- 7.2. Contractor shall complete mobilization of his workforce, tools & equipment within one week from intimation from IAC&DP Department to start the work. During this mobilization period, contractor should complete QAP approval and required to arrange entry passes for his employees and no excuse for delay in commencing work on this account will be entertained.

- 7.3. Contract Validity: Contract shall be valid for 24 months from the date of award of contract. Any work released till the completion of contract shall be carried out by the contractor. The contract will be extended for a further period of 6 months on mutual agreement with the same Terms & Condition if found necessary.
- 7.4. Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, and labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.

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

1.1. Technical Bid (Part -I)

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

6.2. Price Bid (Part-II)

- 6.2.1. The bid shall be comprehensive of the nature of SPOT FACING/COUNTER BORING OF HOLES IN WEAPON FOUNDATIONS IN ASW VESSELS (BY 525, BY 526, BY 528 & BY 529) shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III.
- 6.2.2. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition

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in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.

6.2.3. The price bid shall be all inclusive of scope of contractor on lump sum basis and any rates on variable basis will not be accepted within the price bid and thereafter throughout the period of the contract. Any variable rates if deemed inevitable and applicable only in special cases/situations (not in the normal course of execution of contract) will only be considered for mutual agreement.

6.2.4. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V to the enquiry. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid.

6.2.5. Rates of individual line items for the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items of other bidders.

6.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.

6.2.7. As per tender condition, the price bid which were not opened will not be returned back at any reason.

6.2.8. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

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

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

8. INSPECTION

8.1. The complete work has to be carried out under the survey of Ship classification society / Owner / CSL.

8.2. Survey presentation to Yard I&QC, Owners and Class authorities as per QAP shall be under the contractor's scope of work. However, CSL will liaison with other agencies for the survey.

8.3. Tolerances as mentioned above should be strictly ensured and to be proved to classification society / Owner / CSL.

9. कर / TAXES

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

10. भुगतान की शर्तें / PAYMENT TERMS

- 10.1. 100% Payment will be released after satisfactory completion of work in each vessel.
- 10.2. The contractor shall prepare and submit Work Completion Certificate (WCC); Payment will be made based on completed works certified by the officer-in-charge.
- 10.3. All claims for payment for the work/additional work shall be submitted by the contractor within one month of completion of work.
- 10.4. Statutory levies such as I.T, Contribution towards PF, ESI etc., shall be deducted from the bill as applicable.
- 10.5. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.
- 10.6. Following documents to be submitted along with the invoice for payment.
- a. Work completion certificate/attendance log book for the month duly certified by the officer in charge.
 - b. Documents related to remittance of ESI and EPF and payment of salary.
- 10.7. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.
- 10.8. The Invoices to be raised on DGM (IAC&DP), Ship Building Division, Cochin Shipyard Limited. GST Registration no. of CSL is GST - 32AAACC690SBIZO which is to be indicated on the invoice
- 10.9. An invoice upload facility by vendor is established through the Vendor Invoice Management (VIM) Portal is currently available for supply as well as service vendors including subcontractors so as to facilitate transparency and timely payment. The portal can be accessed at <https://apps.cochinshipyard.in:446/vim/Home/.jsp>.

- 10.10. The same can also be accessed via Cochin Shipyard Website (<https://cochinshipyard.in>) as below; Path: Cochin Shipyard Website --> Related Links --> Vendor Payment Info
- 10.11. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices value above 10 Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.
- 10.12. Service Acknowledge Number (SAN) to be obtained from the Executing Officer at the time of certification of Work Completion Certificate (WCC) for the above process.
- 10.13. The invoice can be tracked using the generated Invoice Tracking Number till the payment.
- 10.14. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.

11. बयाना राशि / EARNEST MONEY DEPOSIT (EMD)

- 11.1. Bidders shall furnish Earnest Money Deposit (EMD) equivalent to **Rs. 1 Lakh** by way of RTGS/NEFT to the following account of Cochin Shipyard Ltd, Kochi.

Bank	State Bank of India
IFSC	SBIN0004062
Account No.	10319928321 of Cochin Shipyard Ltd.

- 11.2. The bidder shall submit the proof of such transfer along with the submission of technical bid.
- 11.3. This shall be returned after finalization of contract and upon receipt of Security deposit in accordance with clause 14 below, with respect to successful bidders; With respect to unsuccessful bidders, the same shall be returned within 15 days of issuance of PO/Contract.
- 11.4. Bidders belonging to Micro and Small Enterprises (MSE's) category are exempted from furnishing EMD subject to the bidders producing valid UDYAM Certificate and shall be duly verified by CSL. Bidders who fail to submit UDYAM Certificate along with the Techno-Commercial Offer shall not be considered eligible for EMD exemption.
- 11.5. In case the offer validity is extended on mutual consensus, the validity of EMD shall be mutually extended EMD may be forfeited in the following cases:

- a) Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions in any respect within the period of validity of his offer.
- b) Non-acceptance of order.

12. प्रतिभूति जमा / SECURITY DEPOSIT

12.1. The successful tenderer shall remit 5% of the work order value as security deposit within 21 days of receipt of the work order. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of CSL) from any of the nationalized banks/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract. The Security Deposit will not bear any interest.

13. निष्पादन गारंटी / PERFORMANCE GUARANTEE

- 13.1. The complete work carried out by the contractor shall be guaranteed against performance of work and/or poor workmanship for a period of one year from the date of completion of work. Any damage or failure due to defects in execution of the work for a period of 12 months from the date of completion of work, such damage or failure occur within the guarantee period, the contractor shall rectify/rework the defect as applicable without any extra expenditure to CSL and such repaired work shall be guaranteed for a further period of one year from the date of repair.
- 13.2. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by Ship owner for rectifying the defect.
- 13.3. Towards this, a performance guarantee equivalent to 5% of the value of the contract to be furnished by the contractor along with submission of first bill in case of stage payment as per payment terms, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank / Scheduled Indian Bank valid till the expiry of the guarantee period.
- 13.4. PBG will be returned to the Contractor on completion of 01 year after successful completion of work on certification of nil liability to CSL by Officer-in charge.
- 13.5. Performance Guarantee is applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause.

14. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES

14.1. The progress of work will be monitored against the mutually agreed detailed schedule referred above. Liquidated damages for delays in execution of the work envisaged as per this order on account of the contractor, for any reason other than force majeure conditions, will be recovered at the rate of ½% (half percent) per week or part of the week of the total basic price of delayed work thereof, subject to a maximum of ten (10%) percent of the basic value of the delayed work.

15. आदेश रद्द करना और जोखिम अनुबंध / CANCELLATION OF ORDER AND RISK CONTRACTING

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

15.2. In addition to above, tender holiday will be imposed against the firm as per discretion of CSL.

16. कार्मिकों की सुरक्षा और प्राथमिक चिकित्सा / SAFETY OF PERSONNEL AND FIRST AID

16.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. A copy of CSL's "Safety Rules for Contractors (Revised)" is available with SB-Outsourcing department for reference.

16.2. The Contractor may arrange to suitably insure all his workmen/ other personnel in this regard. CSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.

16.3. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.

16.4. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.

17. अप्रत्याशित घटना / FORCE MAJEURE

- 17.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.
- 17.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15 days from the date of occurrence / cessation.

18. मध्यस्थता / ARBITRATION

- 18.1. Any dispute arising during the period 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.
- 18.2. 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.
- 18.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.

19. क्षेत्राधिकार / JURISDICTION

19.1. All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Cochin.

20. आईएमएस दिशानिर्देश / IMS GUIDELINES

20.1. CSL has implemented an Integrated Management System (IMS) consisting of Environmental Management system (EMS), Occupational Health and Safety Management System (OHSMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of CSL.

Meeting or exceeding customer requirements.

20.1.1. Assuring quality of the products and service.

20.1.2. Preventing occupational ill health & injuries.

20.1.3. Ensuring safe work sites.

20.1.4. Conserving natural resources.

20.1.5. Preventing / minimizing air, water & land pollution.

20.1.6. Handling and disposal of Hazardous wastes safely.

20.1.7. Complying with statutory & regulatory and other requirements.

20.1.8. Developing skills and motivating employees.

20.2. Occupational Health, safety & Environmental requirements of CSL shall also include the following.

20.3. The contractor (or a sub-contractor performing work on behalf of the contractor) is deemed to comply with the Occupational health, safety and environmental policy of the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the requirements of the established Integrated Management System (IMS) of the company.

20.4. The Contractor shall undertake the work in total compliance with all applicable legal/statutory requirements related to occupational health, safety and environment effective in the state of Kerala.

20.5. It is the sole responsibility of the contractor to assure that any sub-contractor/s who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to the Integrated Management System of the company and the health/safety/environmental Rules effective in the state.

20.6. The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities, for their period of contract.

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their activities/at their work sites, which shall be required according to the IMS of the company or that required by the health/safety/environmental Rules established and effective in the state, at their own cost.

- 20.7. If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental Rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.
- 20.8. Upon completion of the work, contractor shall clear the area and shall not leave any Occupational health/safety/environmental liabilities to the company, from their activities at the worksites.
- 20.9. Any clarification related to IMS requirements of the yard, may be obtained by the contractor from the DGM (Hull & Shops) or the authorized representative of the contract, prior to the commencement of work.

21. श्रम कानून और विनियम /LABOUR LAWS AND REGULATIONS

- 21.1. The Contractor shall undertake and execute the work with contract Labour only after taking license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act 1970.
- 21.2. The Contractor shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, 'Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Contractor shall inform CSL his license number from the Central Labour Commissioner.
- 21.3. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen in the Company. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.

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- 21.4. The Contractor shall submit the Labour Reports/Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach Personnel Department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.
- 21.5. The Contractor shall maintain the records viz. Muster Roll, Acquaintance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.
- 21.6. If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, CSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by CSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by CSL.
- 21.7. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by CSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by CSL.
- 21.8. The Contractor shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 21.9. All person who are engaged for various works in CSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 21.10. Passport/attested copy of passport with photo and address particulars. OR
- 21.11. Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)
- 21.12. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.

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21.13. Contractors are requested to familiarize themselves with the labour rules & regulations prevailing in CSL including the labour wage pattern of contract labour as per the settlement between the trade unions & contractors.

**22. HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR OEMS
/TURNKEY JOBS / SUB CONTRACT WORKS INSIDE CSL**

INTRODUCTION

- 22.1. CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.
- 22.2. CSL is committed to provide safe and healthy work environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.
- 22.3. Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractor's personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.
- 22.4. CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

23. GENERAL GUIDELINES

- 23.1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
- 23.2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/QMS/S&F/SOP 02 – Refer CSL Website) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.

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- 23.3. OEMs/Turnkey jobs /Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.
- 23.4. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.
- 23.5. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
- 23.6. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
- 23.7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
- 23.8. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.
- 23.9. HSE Plan to be submitted to S&F Dept while commencing the work in CSL and shall be resubmitted in every year.

24. HSE REQUIREMENTS

- 24.1. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
- 24.2. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
- 24.3. Where Permit to work (PTW) is required, the work has not started without obtaining the

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necessary permit and the PTW requirements are followed strictly throughout the work.

- 24.4. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work. The work shall be executed through Notification Control Procedure (NCS).
- 24.5. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
- 24.6. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
- 24.7. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
- 24.8. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
- 24.9. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
- 24.10. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
- 24.11. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.

25. बिजली नियम और विनियमन / ELECTRICITY RULES AND REGULATION

- 25.1. The contractor shall adhere to the various rules in respect of electrical installation as per the Indian Electricity Rules and Regulations and Electrical Inspectorate Standards in order to make sure that men and materials are safe from hazards.

26. गोपनीयता खंड / SECRECY CLAUSE

- 26.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.
- 26.2. All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.
- 26.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board.
- 26.4. SECRECY, Titles: Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of CSL country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the CSL and upon execution of confidentiality agreements satisfactory to the CSL with such third parties prior to disclosure.

27. कर्मियों की सुरक्षा और प्राथमिक चिकित्सा /SAFETY OF PERSONNEL AND FIRST AID

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

28. सामग्री और उपकरण का भंडारण / STORAGE OF MATERIAL AND EQUIPMENT

- 28.1. The contractor shall make his own arrangements for storage of materials, equipment etc. required for the work at his cost.
- 28.2. CSL shall not be responsible for any damage, pilferage, accident that may take place during the course of execution of work.

29. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS

- 29.1. Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer.)
- 29.2. All terms and conditions, other than those mentioned above, contained in the Enquiry specification and drawings (Annexure I), Cochin Shipyard Ltd - General Terms and conditions (Annexure II) and other annexure pertaining to this tender shall also be attested by the bidder as a token of acceptance.
- 29.3. CSL reserves the right to reject any or all bids without assigning any reasons whatsoever and or based on the past unsatisfactory performance by the bidders at CSL/other PSE's/Government Departments. After issuing the work order, CSL reserves the right to terminate the contractor if the performance of the contractor is not found satisfactory. The decision of CSL regarding the same shall be final and conclusive.



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

ANNEXURE-II

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

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT
सामान्य शर्तें / GENERAL CONDITIONS

1. The complete work to be carried out with the highest degree of workmanship under the inspection of CSL, Classification Society, Ship owner, or any other agency nominated by the Shipyard.
2. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by Classification Society, to be carried out by the Contractor free of cost. In case of rework/modification/additional work, written consent is to be obtained from the Officer-in-charge before commencement of the work.
3. Contractor shall carry out the complete work in accordance with Shipyard's approved drawings. Any minor modifications from drawing or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job, shall be carried out by the Contractor without any additional charge. Contractor should also carry out all rectification works pointed out during inspection.
4. The contractor shall be responsible for any damage caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
5. Contractors are required to work round the clock / Sundays/ holidays as per the requirement of concerned department in order to complete the work in time.
6. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
7. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.
8. Necessary job instructions for the work will be given by CSL. The contractor has to carry out the job as per the instruction and to the full satisfaction of officer in-charge.
9. Yard has the right to change the schedules of the project to the interests of the company and the contractor should be capable of adjusting the resources according to the instructions from the Yard contact person. It is also to be understood by the Contractor that Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity

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or area of work and it shall be done at the sole discretion of CSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.

10. Contractor shall be responsible for safety and welfare of all its employees employed for construction, and shall be responsible for payment of all salaries to their employees and other statutory dues and for all provisions of statutes governing them.
11. The Contractor is expected to have full knowledge and understanding of the Labour rates, conditions, practices etc. prevalent in the Yard and premises. The contractor shall be entirely responsible for all matters related to manpower and labour engagement for the subject contract.
12. Issues related to availability and utilization of manpower shall be dealt by the Contractor. Availability of competent labour with requisite skills for the specified jobs shall be ensured by the contractor.
13. The contractor shall execute the work in every area under instruction/intimation to CSL personnel at site. Clearance from CSL in terms of permits/internal regulations etc. as applicable from time to time shall be obtained. The contractor shall obtain necessary hot work sanctions, permission to work in confined areas, safety clearance for scaffolding done by the contractor, electrical related provisions etc. as per CSL safety rules.
14. The contractor shall be responsible for any damage caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage. The responsibility is limited only with respect to the damages caused due to any mistake or negligence of contractor.
15. The upper age limit of all workers and supervisors employed by the contractor / contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
16. Any material/ fitting/ equipment fitted on board the vessel is Yard property. Removal of any such item shall be done only with the written approval of officer concerned. 'Permit for Removal and Refitting' has to be meticulously followed to this effect.
17. Half yearly inspection of portable electrical tools and leak testing of cutting hoses are mandatory. Electric tools/ cutting hoses without valid inspection certificate will not be permitted on board vessel.
18. Hot works are to be carried out as per the existing CSL norms. Timely closing of hot work permits is the responsibility of the Contractor. This is to be done in a regular manner in consultation with the executing officer.

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19. The contractor has to handle the Yard properties and materials issued to the contractor with due care. CSL reserves the right to recover any losses due to damage/ loss occurred in this regard.
20. Any material which needs to be taken out of CSL after completion of the work must be declared in the Material Declaration Form (MDF) available with CISF, South Gate. CSL cannot permit to take out any material not reflected in MDF.
21. Every person entering CSL for work has to undergo Safety Induction training before getting an entry pass. ID proof and a Police Verification Certificate are mandatory for obtaining the entry pass.
22. All equipment/ portable electric tools, plug boards etc. used by the contractor should have tally plated/ tags for easy identification.
23. All electrical switchboards/ plug boards/ distribution boards, etc., brought in for the work should have proper ELCB and individual switches for each connection. Electrical equipment/ tools and cutting hose shall be of good quality, proper rating/ size and without any chances of leakage. These items will be inspected by the CSL team, and any discrepancy/ defect noticed shall be rectified by the subcontractor.



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

ANNEXURE III
कार्य क्षेत्र / SCOPE OF WORK
**SPOT FACING/COUNTER BORING HOLES OF WEAPON
FOUNDATIONS IN ASW VESSELS**
1. SCOPE OF WORK

- a) The work "Spot facing/Counter boring of Holes of Foundations Onboard ASW SWC Vessels BY 525, BY 526, BY 528 and BY 529" includes Spot facing/Counter boring of Holes of weapon foundations on board each ASW Vessel up to the entire satisfaction of OEM, CSL / Indian Navy (IN), with the available infrastructure facilities and equipment / materials / provided by CSL in accordance with the enclosed specifications and drawings, delivery schedule

2. TECHNICAL SPECIFICATIONS

Table 1: Dome of Hull Mounted Sonar – 1 No. per Ship

Sl No	Parameter	Value
1	Max Thickness of Foundation	60 mm
2	Maximum depth up to which spot facing has to be carried out.	28 mm
4	Spot facing/Counter boring Diameter	70 mm
5	Max No of Holes to be Spot Faced	74 (72 Bolt Holes + 2 Guide Pin Holes) Nos
6	Diameter of Hole	32 mm for Bolt Hole 30 mm for Guide Pin

Table 2: Transducer of Hull Mounted Sonar – 1 No. per Ship

Sl No	Parameter	Value
1	Thickness of foundation	50 mm
2	Min. Thickness of Foundation post machining	25 mm
3	Spot facing/Counter boring Diameter	50 mm
4	Max No of Holes	24 Nos
5	Diameter of Hole	30.0+0.0/-0.5

Table 3: IRL Launcher – 1 No. per Ship

Sl No	Parameter	Value
1	Thickness of foundation	45 mm
2	Min. Thickness of Foundation post machining	25 mm
3	Spot facing/Counter boring Diameter	30 mm
4	No of Holes	44 Nos
5	Size of Hole	17 mm

Note: Spot facing/counter boring of IRL launcher foundation is not required in
BY 525 & BY 526

3. SCOPE OF CSL

- Installation of foundations
- Power, gas, compressed air and water connections at centralized points.
- Services of CSL cranes and forklifts will be provided subject to availability.
- Staging/scaffolding above 3m height.
- Necessary items like fire cloth, polythene/tarpaulin sheets, bubble sheets etc. required for protection of equipment.

4. SCOPE OF VENDOR

- a) The work as mentioned at Annexure II, Table 1, 2 & 3 has to be completed to the total satisfaction of Classification Society, CSL and Owner.
- b) All the tools and accessories, jigs and fixtures required for the work shall be under the scope of the contractor.
- c) Tolerances as mentioned above should be strictly ensured and to be proved to classification society / Owner / CSL.
- d) Prior to start with the job, all the dimensional checks as applicable shall be verified and confirmed with CSL personnel and deviations, if any, shall be reported in advance.
- e) Clearance from CSL Officers is to be obtained prior to the commencement of each stage of operation.
- f) Hot work (Cutting, welding and dry survey for installation and removal of machine/equipment) and other allied works required for the execution of job are under contractor's scope.
- g) Dimensional confirmation for flatness, parallelism and surface finish are to be carried out by the contractor and the equipment used for the purpose shall be supported with relevant calibration certificates to prove the authenticity.
- h) All items required for the successful completion of the job other than that under CSL scope is to be procured by the contractor.
- i) Rectification of defects as per the comments from Yard I&QC, Owners & Class authorities is included in the scope of work.
- j) Minor staging up to 3m height shall be erected by the contractor for the work using CSL material without any separate payment. Any requirement over and above this shall be arranged by CSL separately.
- k) The transportation, storage, preservation and protection of the materials etc., intended for installation on the ship, will be under the responsibility of the Contractor.
- l) General lighting and Ventilation shall be arranged by Yard. However Localized lighting, DBs/ ventilation etc. for the smooth conduct of work is to be arranged by the contractor. Required lights/DBs etc. shall be arranged by Yard based on availability.
- m) Mobilizing own equipment, necessary working tools and tackles, safety and protective gear for their personnel inside the yard for carrying out the work as per Safety/ Statutory rules/ Yard rules is the responsibility of the contractor.

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- n) Segregation of waste at source and deposit into the respective pallets is the sole responsibility of the contractor. In case of any mixing of waste, CSL will segregate the waste at the expenses of the contractor.

5. SAFETY/STATUTORY RESPONSIBILITY

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



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

ANNEXURE- IV
तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST
(To be submitted by the bidder)
TENDER NO. SB-OSD/ASW/956/2025 Dtd 19-06-2025
(Bidders may confirm acceptance of the Tender Conditions/deviations if any to be specified)

SL No	Tender Enquiry Requirements	Confirmation from bidder (<u>strike off whichever is not applicable</u>)	Specific comments /Remarks
1	Scope of work as per Technical Specification/Drawings/ General Terms & conditions (Annexure III)	Agreed as per tender /Do not agree	
2	Whether technical bid & two price bids are submitted in separate PDFs?	Yes / No	
3	Schedule of work as specified in technical specification/ price bid of this tender is acceptable	Yes/ No	
4	Submission of Information/Documents with offer	Submitted/Not submitted	
5	Submission of MSME and NSIC registration document with offer	Submitted/Not submitted	
a	Specify the current position of the firm	MSME/MSE/Startup	
6	Offer Validity (date)	90days - Agreed as per tender/Do not agree	
7	Completion period as mentioned in the tender enquiry is acceptable	Yes/ No	
8	Taxes & Duties	Specified/included in Price	
9	Payment terms - confirm		
10	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
11	Security Deposit & PBG Clause	Agreed as per tender/Do not agree	

12	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
13	Force Majeure	Agreed as per tender/Do not agree	
14	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
15	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
16	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
17	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
18	Mode of submission of tender	Direct / Email	
19	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass eligibilities.	Yes / No	
20	Is your firm registered under TReDS	Yes/No	
21	Is your firm registered as vendor in CSL	Yes/No	
22	Annual turnover requirement, during last 3 years, ending 31 st March 2024 of the previous financial year	Agreed as per tender/Do not agree	
23	Deviations from Tender conditions	No Deviations /Deviations are specified	

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:

ANNEXURE-V
मूल्य बोली प्रारूप / PRICE BID FORMAT
TENDER NO. SB-OSD/ASW/956/2025 Dtd 19-06-2025

Sl No.	Item	No. of Holes (per vessel)* (A)	No. of Vessels (B)	Unit Rate (Rs) (C)	Total Rate (Rs) (A x B x C)
HMS Sonar Dome (Total 74 holes)					
1	Spot facing/Counter boring for 0 to 7 mm	26 Nos.	4		
2	Spot facing/Counter boring for 8 to 16 mm	24 Nos.	4		
3	Spot facing/Counter boring for 17 to 28 mm	24 Nos.	4		
HMS Transducer (Total 24 holes)					
4	Spot facing/Counter boring for 0 to 5 mm	8 Nos.	4		
5	Spot facing/Counter boring for 6 to 15 mm	8 Nos.	4		
6	Spot facing/Counter boring for 16 to 25 mm	8 Nos.	4		
IRL Launcher (Total 44 holes)					
7	Spot facing/Counter boring for 0 to 5 mm	15 Nos.	2		
8	Spot facing/Counter boring for 6 to 15 mm	15 Nos.	2		
9	Spot facing/Counter boring for 16 to 20 mm	14 Nos.	2		
10	SUB TOTAL AMOUNT (SUM OF SL.NO 1 to SL.NO 9)				
11	GST ---- HSN CODE ----				
12	TOTAL FOR FOUR (4) VESSELS (SL.NO. 10 + SL.NO. 11)				

Grand Total amount (in words)

Rupees.....
.....
.....

Note:

- A. L1 will be determined based on SL.No.10 (i.e Sub total amount) excluding GST.
- B. GST as per the prevailing rate will be paid. Bidder should specify HSN also.
- C. L1 declaration will be based on price bid verification by CSL finance department as per the calculation specified.
- D. * **The Spot facing/counter boring depth requirement for each hole can be determined during the actual execution of work only. Therefore the number of holes indicated against each serial item above is approximate only. There will be addition or deletion. However the total number of holes will not change.**
- E. **Tender shall be processed with this quantity and evaluation of L1 will be done based on the above figure. After the completion of work for each vessel, payment will be made as per WCC and Payment Terms and Condition.**
- F. The rates quoted shall be also inclusive of service cost including operational costs, spare cost and all other activities for the satisfactory performance of contract as specified in the Annex-III of scope of work.

Signature of Contractor/authorized signature
of firm or agency:

Name of contractor or authorized signature
of firm/agency:

Designation:

Address:

Contact No:

ANNEXURE-VI

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, on one hand, the President of India acting through Deputy General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/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

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

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

1. COMMITMENTS OF THE PRINCIPAL

- 1.1. The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2. The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

2. COMMITMENTS OF BIDDERS

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

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

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

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

3. PREVIOUS TRANSGRESSION

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

4. EARNEST MONEY (SECURITY DEPOSIT)

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

5. SANCTIONS FOR VIOLATIONS

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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(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 may be further extended at the discretion of the PRINCIPAL.

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

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

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

5.2. The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. FALL CLAUSE

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in

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respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

7. INDEPENDENT MONITORS

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

(1) Dr. Rajan S Katoch, IAS (Retd) A-91,
Alkapuri, Bhopal (MP) - 462022.
Mobile: 8800919222
Email: rkatoch@nic.in

(2) Dr. Vinod Bihari Mathur, IFoS (Retd.)
D302, Arborea Luxury Homes,
Tarla Nagal, Near Doon Helidrome,
Dehradun, Uttarakhand - 248001
Mobile: 9412054648
Email: vbm.ddn@gmail.com

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

7.6. The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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7.7. The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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

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

For & on behalf of BIDDER
(Office Seal)

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.

ANNEXURE-VII

DECLARATION

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

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

Yours faithfully,

(Signature & Seal of Authorised Signatory)

APPENDIX- A

COMPLIANCE MATRIX

<u>Clause No.</u>	<u>Compliance/ Deviation</u>

Notes:

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

APPENDIX- B

FORMAT FOR FINANCIAL CAPABILITY

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)
1	Year 2021-22		
2	Year 2022-23		
3	Year 2023-24		

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

Certificate from Chartered Accountant:

This is to certify that _____ (name of the firm) has received the payments shown above against the respective years is as computed.

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

APPENDIX-C
PERFORMANCE EVALUATION FORM

	Evaluation Grade Points Awarded (Grade Points X Weightage)					
Parameters	Grade	Excellent	Good	Average	Bad	Very Poor
	Weightage	5	4	3	2	1
Timely Completion as per Project schedule	10					
Work Planning & Coordination	2					
House Keeping and HSE	2					
Responsiveness to critical and complex works	2					
Overall Quality Management	2					
Integrity and Professionalism	2					
Total Grade Points (<i>sum of points in each grade</i>)	20					

Grand total of grade points awarded (Max 100)	
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Points to be considered during evaluation

Timely Completion as per Project schedule	Completion of work within stipulated time, including class surveys & till submission of proper quotation. (No Reworks/Survey failures)
Work Planning & Co-ordination	Planning of (material, labour & machinery) for smooth execution of work, coordination with multiple agencies/stakeholders, Pro-active approach in avoiding hindrance of work, Supervisory skills, communication etc.
Responsiveness to critical and complex works	Willingness to execute complex works understanding the importance of the work for CSL, deployment of adequate workers in time & round the clock in critical tasks.

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Overall Quality Management	Quality of Work, No of QC/Class survey points, Re-works, RT/Survey Failures, quality of manpower, supervisors etc. to be considered
House Keeping and HSE	Adherence to CSL HSE policies and instructions, use of PPEs, commitment & continuing practises for good housekeeping at site, daily tool box meetings at site.
Integrity and Professionalism	Responsiveness & commitment to work, uniforms to workers, appropriate & polite behaviour at site, ethics in preparation of quotations, corrections in quotation, proper documentation.
Signature (CSL Officer in-Charge)	
Name & Design	