



COCHIN SHIPYARD LIMITED
COCHIN - 682 015

TENDER DOCUMENT

TENDER NO. CSL/IAC/ENGG/TEND/TENDER PROPOSAL/2022/8

Dt: 10 MAY2022

FABRICATION OF OPERATING INSTRUCTIONS AND SOUNDING CHART PLATES

MAY 2022

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COCHIN SHIPYARD LIMITED

IAC PROJECT (MECHANICAL)

CSL/IAC/ENGG/TEND/TENDER PROPOSAL/2022/8

10 MAY2022

TENDER NOTICE**Brief Details:**

Tender enquiry No. and date	CSL/IAC/ENGG/TEND/TENDER PROPOSAL/2022/8 Dt: 10 MAY2022
Name of work	FABRICATION OF OPERATING INSTRUCTIONS AND SOUNDING CHART PLATES
Last date & time of receipt of Tenders (Part I - Techno-Commercial Bid & Part II-Price Bid)	18 MAY 2022 at 1330 Hrs IST
Date of Pre bid meeting	16 MAY 2022 AT 1400 HRS IST
Date & time of opening of Part I (Techno -Commercial) Bid	18 MAY 2022 at 1400 Hrs IST
Contact Person	Mr. GANESH RAJA SUBBIAH Phone Number: 79944 41161

1. Sealed competitive tenders in the prescribed form are invited from experienced contractors for the work specified above, subject to the terms and conditions as mentioned in the annexure to the tender enquiry, so as to reach the undersigned on or before the date and time as stipulated:
2. The tenders are to be submitted in two bid system;
 - Part I : Techno Commercial Bid
 - Part II : Price Bid in Hard copy
3. **Mode of Submission of Bids:**
 - (a) Tenders (Part I & Part II) should be submitted in separately sealed covers super-scribing the tender enquiry number and clearly indicating which part it contains therein, and both the sealed part I & II bids shall be enclosed in a sealed cover super scribing the tender enquiry number and due date of submission.
 - (b) Considering present COVID-19 scenario, in addition to the submission of sealed hard copy bid documents, Tenders (Part I & Part II) may also be submitted separately via e mail to:
 - (i) ganeshraja.s@cochinshipyard.in & iactechsupport@cochinshipyard.in

4. Tenderer are requested to study the scope of work before submitting their offer. Clarification, if any, required may be obtained from **GANESH RAJA SUBBIAH, AM** before quoting.
5. **The Bids should reach, Cochin Shipyard Ltd on or before 1330 Hrs on 18 MAY 2022** and Part I Techno-Commercial Bid will be opened at **1400 Hrs** on the same day.
6. Only techno-commercially 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. Intimation will be as per prevailing SOP with respect to the COVID-19 situation.
7. The Price Bids will be opened at the intimated time in the presence of bidders or their authorized representative who would like to be present at that time. Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.
8. All rules & regulations specified by the Govt of Kerala and CSL, pertaining to the present COVID-19 pandemic situation should be adhered by the bidder.
9. CSL takes no responsibility for delay, loss or non-receipt of tenders sent by post.
10. The bidders who are participating in the tender shall sign the pre contract integrity pact, in case the bid is above Rs 1 crore.
11. **The following shall be submitted along with Part I (Techno-commercial) Bid:-**
 - (a) **Original tender document duly signed on all pages** - Including Terms & conditions of enquiry, general conditions, drawings & technical specification, placed at Annexure I, II, III, IV, V and Appendix A & B.
 - (b) **The techno commercial Check List** at Annexure IV to be filled up completely and duly signed. **The non submission of duly filled techno commercial checklist will lead to the rejection of the bids.**
 - (c) **Copy of un-priced bid format** (price bid WITHOUT prices/numerals)
 - (d) **Documents to prove credentials of the firm** to undertake the subject work. eg: Details of available equipments & facilities, Skilled Manpower, Work experience of similar job, etc.
 - (e) **Integrity pact** at Annexure VI filled up completely & duly signed.
 - (f) List of deviations/exclusions from the tender enquiry terms and conditions (if any).
 - (g) Documentary evidence to prove, similar kind of work experience of bidding firm.
 - (h) The price bids shall be prepared based on the price bid format at Annexure V.
12. The acceptance of a tender or part thereof will rest with the General Manager, IAC, Cochin Shipyard Limited, 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.
13. CSL takes no responsibility for delay, loss or non-receipt of tenders sent by post.
14. The tender should be addressed to the **General Manager, Indigenous Aircraft Career (IAC), Cochin Shipyard Limited, Cochin 682 015, India.**
15. General Manager, Indigenous Aircraft Carrier(IAC), 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.

**For General Manager
Indigenous Aircraft Career (IAC)**

ANNEXURE -I**TERMS & CONDITIONS OF ENQUIRY****TENDER NO. CSL/IAC/ENGG/TEND/TENDER PROPOSAL/2022/8 Dt: 10 MAY2022****TECHNICAL SPECIFICATION****FABRICATION OF OPERATING INSTRUCTIONS AND SOUNDING CHART PLATES****1. JOB DESCRIPTION**

(a) Fabrication of Operating Instructions, Sounding Chart Plates and tallies

2. SCOPE OF WORK

(b) Scope of supply covers design & manufacturing of tally plates.

(c) Material for the tally plate will be Acrylic of 3 mm thickness.

(d) The plate should be legible and clearly visible to the operator.

(e) Talley Plates shall be written in English and indicated in metric unit.

(f) Tallies will be in standard format of White background and black engraving of font Arial and size 18 (Minimum). Further font size will vary as per the content of the talley.

(g) Small percentage of tallies will be required in different background colour as against the standard White background as mandated by IN policy / guidelines. The various colour backgrounds that are envisaged are Red, Yellow, Black and Blue. Details of the background colour will be given along with the content to be etched

(h) There may be additional Talleys are required, supplier shall provide these additional Talley plates at the unit rate for each type as per the PO, as and when informed by CSL for a period of 1 year from date of placement of order.

(i) Suppliers should upload all the blue prints of the Tallies on a DVDs (3 Nos) and should surrender it to CSL.

(j) Detailed list of Talley Requirements for different Sizes are attached as enclosure 1.

(k) Content for the tallies will be provided to the vendor together with the work order.

(l) Item supplied will be subject to inspection and if found not as per standard, the supplier has to replace the tally at supplier cost.

(m) The content for the tallies will be provided and the tallies to be provided as per the content. No Spelling / alignment mistakes are permitted on the tally. If the vendor sees any mistakes on alignment or spelling in the source file, the vendor may contact the indenting officer for clarification before printing,

3. WORK DETAILS

S.NO	Talley Size (cm)	No's of tallies
1	7 x 3.5	9363
2	10 x 3	7525
3	10 x 5	3491
4	10 x 20	2200
5	A4	1173
6	20 x 20	456

4. IMPORTANT NOTES

- (a) CSL reserves the right to cancel any part of job indicated above in the scope of works based on technical requirements.
- (b) CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the schedule requirement

5. EXPERIENCE OF FIRM

Contractors quoting preferred to have past experience of having successfully carried out similar work. Proof of the same shall be attached along with the Part-I bid.

6. VALIDITY OF CONTRACT

- (a) The Contract shall be valid for a period of 12 months from the date of issue of work order or till the completion of work, whichever is earlier. However this shall be extended further on mutual agreement, if required.
- (b) Once the contract is awarded, the price offered and mutually agreed shall remain firm till completion of work and no escalation in labor, transportation cost etc. shall be allowed by CSL on whatsoever reason thereafter.

7. SCHEDULE OF COMPLETION OF WORK

The contractor shall engage men round the clock basis and also on Sundays & holidays, if required.

8. OFFER VALIDITY

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.

9. PRICE BID REQUIREMENT/GUIDELINES

- (a) The bid shall be comprehensive of the nature of the work to be executed and shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in clause 2 above.
- (b) 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.

(c) 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.

(d) **Price Bid Format:** The price bids shall be prepared as per the format given in **Annexure V** to enquiry

(e) **Currency:** The price bids shall be prepared in Indian National Rupees for all bidders.

10. TAXES

(a) GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. You are requested to furnish the following details in the invoice/Bill.

(b) Applicable rate of GST/SAC Code

(c) Firms GST Reg. NO.

(d) Service accounting code (SAC) as prescribed by statutory authorities.

(e) GST Reg. No. of Cochin Shipyard Ltd (**32AAACC6905B1ZD**).

(f) 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.

11. MSME- Privileges

(a) As per public procurement policy for MSME's order 2012, certain special privileges for micro and small enterprises (MSME's) are provided. Following are the special privileges:-
For all firms who are registered with district industries centre and come under the category of Micro and small Enterprises holding a valid EM Part II certificate or Udhdyog Adhaar certificate, the following benefits are extended.

(i) Tender forms shall be issued free of cost.

(ii) Payment of Earnest Money Deposit (EMD) is exempted.

(iii) Additionally waiver of security deposit (SD) is extendable to those MSMEs registered with National Small Industries Corporation (NSIC), up to financial limit as mentioned in NSIC certificate. However guarantee of the items supplied/service provided has to be ensured through a bank guarantee (BG).

(b) Order dated 23rd March 2012, from ministry of MSME, pertaining to public procurement policy is applicable for this tender.

(c) The bidder has to submit necessary documentary proof along with bids in support of their registration under MSME and NSIC to be eligible for above privileges. Firm not registered under MSME are required to submit EMD and tender cost.

12. PAYMENT TERMS

The standard terms of payment of CSL shall be as follows:-

(a) Payment will be made on pro-rata basis for completed works on certification by the officer-in-charge.

(b) Payment shall be released within 30 days of receipt of invoice.

(c) All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.

(d) Statutory levies such as I.T, Contribution towards PF, ESI etc., shall be deducted from the bill as applicable.

(e) 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.

13. SECURITY DEPOSIT

(a) The successful tenderer shall remit 3% of the value of the contract as security deposit within 15 days of receipt of the work order. This amount may be remitted by way of demand draft or bank guarantee (in approved Performa of CSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work.

(b) In case the contractor fails to submit the SD in time, deduction of SD amount will be made from the bills submitted. The Security Deposit will be released after satisfactory completion of the contract/ guarantee period (if no separate BG as per clause 10 is not furnished) and on certification of nil liability to CSL by Officer-in charge.)

(c) The Security Deposit retained will not bear any interest and is **applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause.**

14. PERFORMANCE GUARANTEE

(a) The complete work carried out by the contractor shall be guaranteed against poor workmanship for a period of one year from the date of completion of work. Any work found defective during this period is to be repaired entirely at the contractor's cost and such repaired items shall be guaranteed for a further period of one year from the date of repair.

(b) 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 CSL for rectifying the defect.

(c) Towards this, a performance guarantee equivalent to 3% of the value of the contract to be furnished by the contractor on completion of the works by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank valid till the expiry of the guarantee period. In case the contract fails to submit the PG in time, SD mentioned at Clause 10 will be retained till the expiry of guarantee period

15. GUARANTEE FOR THE MATERIAL ISSUED BY CSL

The successful bidder should furnish Indemnity Bond i.e 15% of total contract value for material taken out from CSL in the approved format of CSL (Annexure-VII)

16. TRANSIT INSURANCE

All material dispatched from CSL to the contractor are insured for Transit risk to full value under " All risk Insurance cover" till the dispatched materials are returned to CSL.

17. LIQUIDATED DAMAGES

In case there is a delay in completion of the contract as per the schedule of completion due to the reasons attributable to the Contractor other than force majeure conditions, the Contractor shall be liable to pay liquidated damages at the 0.5% percent of the value of the

contract per week or part thereof, subject to a maximum of ten (10) percent of the value of the contract.

18. CANCELLATION OF ORDER AND RISK CONTRACTING

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

19. FORCE MAJEURE

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 circumstance of the case.

20. ARBITRATION

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

(b) 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.

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

21. JURISDICTION

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.

22. TERMINATION & LIMITATION OF LIABILITY

(a) This contract may be terminated upon the occurrence of any of the following events

- (i) By agreement in writing of the parties hereto;
- (ii) By the non-defaulting party, upon default by the other party, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;
- (iii) By the other party, upon either parties;
 - Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or
 - Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
 - Ceasing to do business for any reason.
- (iv) In cases where maximum limit of LD is reached and still the items are not delivered.
- (v) For fraud and corruption or other unacceptable practices.
- (vi) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.

(b) CSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days notice period. CSL shall be entitled to compensation for the loss limited to the order value.

(c) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by CSL for the material delivered/work done as per the payment milestones.

23 GRIEVANCE REDRESSAL:

(a) Grievance Committee - Cochin Shipyard has constituted a grievance committee as an alternate mechanism for redressal of grievances in all contracts for purchase of goods and services, where the value is above Rs.100 Lakh. The parties to this contract can approach this committee in case they are unable to settle their disputes through discussions with concerned department of Cochin Shipyard overseeing the contract.

(b) Presently the committee is constituted as follows

Sl. No.	Name	Designation	Phone Number
1	Smt. Anjana K R	GM(Design)	9895705061
2	Shri. Shibu John	DGM (Fin)	8138027521
3	Smt. Bindu Krishna	AGM(Legal)	7356604502

(c) All representations to the committee should be submitted to the nodal officer: Shri Syamkamal N, Company Secretary, Cochin Shipyard Limited, Kochi. The nodal officer would forward the submission to the grievance committee. The committee would subsequently call the aggrieved parties, hold a hearing and settle the disputes

24 INDEMNITY

Contractor shall indemnify CSL against any claim of infringement of letters, patent or registered design/the use or sale of any article of materials supplied to CSL by the contractor and against all costs and damages, which CSL may incur in any action for such infringement or for which CSL become liable in any such action

25 SUB CONTRACTING AND ASSIGNMENT

(a) Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of CSL. Notwithstanding assignment to which CSL has given consent, Contractor shall be and remain solely responsible and liable for the proper and timely supply of the cut aluminium plates in accordance with the provisions of the Purchase Order/ Work Order.

(b) Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of CSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order/ Work Order.

26 SECRECY & RESTRICTION ON INFORMATION TO MEDIA

(a) The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of CSL.

(b) Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of CSL

(c) *Integrity pact document and price bid format attached here with*

27 GENERAL CONDITIONS

(a) Quality of workmanship shall conform to the specification/ standards of the Contractor and in accordance with rules of the CLASS

(b) CSL reserves the right to accept / reject any offer

(c) **CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the schedule requirements.**

(d) The Contractor shall indemnify CSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.

(e) General Manager (SB) or his authorized representative will be the Officer-in-charge of this Contract.

28 OVERWRITING & CORRECTIONS

Tender 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. JURISDICTION

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.

LABOUR LAWS AND REGULATIONS

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) The Contractor shall maintain the records viz. Muster Roll, Acquittance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.

(f) 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.

(g) 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.

(h) 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.

(j) 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:

Passport/attested copy of passport with photo and address particulars.

OR

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.

(k) 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.

(l) 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.

30. PRE CONTRACT INTEGRITY PACT:-

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

31. SAFETY OF PERSONNEL AND FIRST AID

(a) 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.

(b) 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.

(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.

32. IMS GUIDELINES

(a) 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.

(b) Meeting or exceeding customer requirements.

(c) Assuring quality of the products and service.

(d) Preventing occupational ill health & injuries.

(e) Ensuring safe work sites.

(f) Conserving natural resources.

(g) Preventing / minimizing air, water & land pollution.

(h) Handling and disposal of Hazardous wastes safely.

(j) Complying with statutory & regulatory and other requirements.

- (k) Developing skills and motivating employees.
- (l) Occupational Health, safety & Environmental requirements of CSL shall also include the following:
- (i) 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities, for their period of contract, in 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.
 - (v) 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.
 - (vi) 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.
- (m) Any clarification related to IMS requirements of the yard, may be obtained by the contractor from the DGM (OF) or the authorized representative of the contract, prior to the commencement of work.

33 ELECTRICITY RULES AND REGULATION

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.

34 SECURITY CLAUSE

(a) 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.

(b) All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.

(c) 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.

35 SECURITY & RESTRICTION ON INFORMATION TO MEDIA

(a) The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of CSL.

(b) Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of CSL

(c) *Integrity pact document and price bid format attached here with*

36 GENERAL CONDITIONS

(a) Quality of workmanship shall conform to the specification/ standards laid down by CSL.

(b) CSL reserves the right to accept / reject any offer.

(c) CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the schedule requirements.

(d) Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Contractor while working at CSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.

(e) Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.

(f) Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.

(g) The Contractor shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of Cochin Shipyard Engineers deputed for the job. The job should be completed at the time specified by the supervising Engineer for each stage of work.

- (h) The Contractor shall indemnify CSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.
- (j) 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 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.
- (k) The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- (l) Jurisdiction for the Contract shall be Ernakulam. Laws of India shall govern the Contract.
- (m) The contractor shall arrange to collect and clean up every day all waste, scraps, debris, etc. generated by the work men while working onboard the vessel and other locations and dispose the same suitably at his cost to the full satisfaction of CSL. In case any failure on his part to comply with this requirement, CSL will arrange the required cleaning entirely at the contractors cost.
- (n) The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- (p) GM (SB)/GM(IAC) or his authorized representative will be the Officer-in-charge of this Contract.

37 ACCEPTANCE OF TERMS AND CONDITIONS

In case any of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.

For Cochin Shipyard Ltd
Deputy General Manager (SBOC)

ANNEXURE -II**GENERAL CONDITIONS**

1. The complete work to be carried out with the highest degree of workmanship under the inspection of CSL, Classification Society (when specifically indicated in the technical specifications), 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.
4. Contractor shall execute, during or after completion of the work, any minor job connected with the work, should it be considered necessary by Shipyard and/or Classification Society
5. 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.
6. Material supplied by CSL may not be in the required size and shape. These may be cut and prepared after proper nesting by the Contractor. Special care to be taken to reduce wastages. Shortage of any material (supplied by CSL) arising out of excess wastages due to improper planning shall have to be made up by Contractor free of cost.
7. 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.
8. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
9. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.

**Deputy General Manager
Ship Building Outsourcing Cell**

ANNEXURE - III**FABRICATION OF OPERATING INSTRUCTIONS AND SOUNDING CHART PLATES****1. SCOPE OF WORK**

- (a) Scope of supply covers design & manufacturing of tally plates.
- (b) Material for the tally plate will be Acrylic of 3 mm thickness.
- (c) The plate should be legible and clearly visible to the operator.
- (d) Talley Plates shall be written in English and indicated in metric unit.
- (e) Tallies will be in standard format of White background and black engraving of font Arial and size 18 (Minimum). Further font size will vary as per the content of the talley.
- (f) Small percentage of tallies will be required in different background colour as against the standard White background as mandated by IN policy / guidelines. The various colour backgrounds that are envisaged are Red, Yellow, Black and Blue. Details of the background colour will be given along with the content to be etched
- (g) There may be additional tallies are required, supplier shall provide these additional Talley plates at the unit rate for each type as per the PO, as and when informed by CSL for a period of 1 year from date of placement of order.
- (h) Suppliers should upload all the blue prints of the Tallies on a DVDs (3 Nos) and should surrender it to CSL.
- (i) Detailed list of Talley Requirements for different Sizes are attached as enclosure 1.
- (j) Content for the tallies will be provided to the vendor together with the work order.
- (k) Item supplied will be subject to inspection and if found not as per standard, the supplier has to replace the tally at supplier cost.
- (l) The content for the tallies will be provided and the tallies to be provided as per the content. No Spelling / alignment mistakes are permitted on the tally. If the vendor sees any mistakes on alignment or spelling in the source file, the vendor may contact the indenting officer for clarification before printing.

2. WORK DETAILS

S.NO	Talley Size (cm)	No's of tallies
1	7 x 3.5	9363
2	10 x 3	7525
3	10 x 5	3491
4	10 x 20	2200
5	A4	1173
6	20 x 20	456

ANNEXURE -IV

TECHNO COMMERCIAL CHECK LIST (To be submitted by the bidder)
Tender No. CSL/IAC/ENGG/TEND/TENDER PROPOSAL/2022/8 Dt: 10 MAY2022

(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	Submission of Information/Documents with offer	Submitted/Not submitted	
3	Offer Validity (date)	90days - Agreed as per tender/Do not agree	
4	Taxes & Duties	Specified/included in Price	
5	Payment terms - confirm		
a	100% Payment on pro-rata basis will be paid on within 30 days of successful completion of works	Agreed as per tender/Do not agree	
b	Any others (Specify details)		
6	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
7	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	
8	Force Majeure	Agreed as per tender/Do not agree	
9	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
10	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
11	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
12	Confirm, un-priced price bid (price bid without price) is submitted with Part - I bid	Confirmed/Not confirmed	
13	Mode of submission of tender (Direct/Postal)		
14	Deviations from Tender conditions	No Deviations /Deviations are specified	

Signature:

Address of the Contractor

Seal:

ANNEXURE- V

TENDER NO. CSL/IAC/ENGG/TEND/TENDER PROPOSAL/2022/8 Dt: 10 MAY2022

PRICE BID FORMAT

<u>S.NO</u>	<u>Talley Size (cm)</u>	<u>No's of tallies</u> <u>A</u>	<u>Rate per tally</u> <u>B</u>	<u>Amount</u> <u>A x B</u>
1	7 x 3.5	9363		
2	10 x 3	7525		
3	10 x 5	3491		
4	10 x 20	2200		
5	A4	1173		
6	20 x 20	456		

Total price in figures (excluding GST) _____

Total Price in Words (excluding GST) _____

Applicable GST % _____

Grand Total (including GST) in figures.....

Grand Total (including GST) in words.....

***Note:**

- 1) Price bid format annexed.
- 2) If the quote is not as per Price Bid format, GM (IAC) has the power to reject the bid.
- 3) L1 will be determined based on the Grand Total.
- 4) The rates quoted shall be inclusive of labor costs, consumables cost, transportation cost other than in CSL's scope and the cost of all other activities for the satisfactory completion of the work.

Seal:

Signature & Address of the contractor:

Date:

ANNEXURE-VI**INTEGRITY PACT****Between**

Cochin Shipyard Limited (CSL) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The principal intends to award, under laid-down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder/s and/or Contractor/s.

Section 1 - Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2.4 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

2.1. The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

Principal

Bidder/Contractor

- 2.1.2. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- 2.1.3. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or 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 or transmitted electronically.
- 2.1.4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

3.1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

3.1.1. If the Bidder / Contractor has committed a serious transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

3.1.2. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

3.1.3. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

4.1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand from the Bidder liquidated damages equivalent to 3% of the value of the offer.

Principal

Bidder/Contractor

- 4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand from the Contractor liquidated damages equivalent to 5% of the contract value.
- 4.3. If the Bidder / Contractor can prove that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor has to compensate only the damage in the amount proved. If the Principal can prove that the amount of the damage caused by the disqualification of the Bidder before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section 5 - Previous transgression

- 5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the Tender Irregularity approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- 6.1. The Bidder / Contractor undertakes to demand from all subcontractors a commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- 6.2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 6.3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders / Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent Monitor

- 8.1. The Principal appoints CVO / VO as independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

Principal

Bidder/Contractor

- 8.3. The Monitor has the right of access to all Project documentation of the Principal. The Contractor 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 is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- 8.4. The Principal will provide to the Monitor on his request, 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5. As soon as the Monitor notices; or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6. The Monitor will regularly submit a written report to the Chairperson of the Board of the Principal and, should the occasion arise, submit proposals and suggestions for correcting problematic situations.
- 8.7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

Section 10 - Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

Principal

Bidder/Contractor