



**TENDER NO: INFRA/ISRF/236/2022**

**TENDER DOCUMENT**

**FOR**

**THE WORK OF  
TURNKEY FABRICATION, INSTALLATION &  
COMMISSIONING OF FLOATING GATE**

**COCHIN SHIPYARD LTD**  
**COCHIN – 682 015**

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**11 Nov 2022**



Turnkey Fabrication, Installation & Commissioning of Floating Gate  
**COCHIN SHIPYARD LTD**

**INFRA PROJECTS DEPARTMENT**

**I. NOTICE INVITING TENDER (NIT)**

1. Sealed bids in the prescribed proforma are invited on behalf of Cochin Shipyard Ltd in single stage two cover system from experienced firms with proven technical and financial capabilities for carrying out the turnkey fabrication, installation & commissioning of floating gate for ISRF project as mentioned below.

Name of the work	Turnkey Fabrication, Installation & Commissioning of Floating Gate
Cost of bid document (non-refundable)	Rs. 1,000/-
Probable Amount of contract (PAC)	Rs. 3 Crores
Period of contract	7 months from the date of award of contract
Earnest Money Deposit (EMD)	Rs. 6 Lakhs
Last date and time of Submission of bid.	09 Dec 2022, 1500 Hrs
Date and time of opening of bid (Technical & Commercial bid)	09 Dec 2022, 1530 Hrs
Pre-bid meeting	24 Nov 2022, 1030 Hrs

2. The scope of work includes preparation of detailed shop / fabrication drawings, supply of all required materials and the provision of all labour, plant, equipment, temporary work, engaging Third Party Inspection Agency (TPIA), Gate fabrication works, transportation to the ISRF project site, installation, testing and commissioning of the floating gate in accordance with the Technical Specification, Drawings, Financial Part and instructions from the Engineer / Consultant.
3. The Contractor shall submit all necessary shop / fabrication drawings with supporting documentation to Consultant for approval.
4. **For the fabrication and assembly of gate, no land / space shall be provided by CSL. Hence the floating gate shall be fabricated / manufactured in any established fabrication facility (equipped with dry dock / floating dock / slipway / inflatable air bags for launching etc.) outside CSL premises and after completion to be towed to ISRF site.**
5. The site for floating gate installation is at the basin in front of International Ship Repair Facility (ISRF) at Mattancherry channel, Willingdon Island, Cochin Port.
6. Intending bidder can collect bid papers from the office of the DGM (Infra Projects), Main Office Building, Cochin Shipyard Ltd on payment of a non-refundable sum of Rs.1,000/- towards the cost of Bid document including GST @ 12%, through Demand



Draft / Banker's Cheque / NEFT payment from any Nationalised Bank / Scheduled Bank in India drawn in favour of the Cochin Shipyard Ltd, payable at Kochi, on any working day between 1000 Hrs IST to 1600 Hrs IST from 14 Nov 2022 till the previous day of bid submission. Account details for NEFT payment may be referred at sub-clause 3.10 of Volume-I (NIT).

7. Bid document is also available at the Cochin Shipyard Ltd (CSL) website [www.cochinshipyard.in](http://www.cochinshipyard.in) and <https://eprocure.gov.in/epublish/app>. Interested contractors / firms may download the bid documents from the website and submit their offer.
8. Bidders submitting the bid after downloading from the website shall have to furnish the cost of the bid documents through Banker's Cheque / Demand Draft / NEFT payment from any Nationalized Bank / Scheduled Bank in India drawn in favour of CSL, payable at Kochi for the amount indicated in the NIT, and enclose the same in the sealed cover super-scribed as **"PART-I - TECHNO COMMERCIAL"** for the work of **"TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE"** failing which the bid shall not be considered for further consideration / evaluation.
9. Bidders should submit their offer in two envelopes clearly super-scribing the name of work and the first envelope (PART-I) should contain the Technical & Commercial bid document duly completed and filled in except prices, EMD, Cost of bid document, Blank Proforma of Schedule of Prices (Price not to be filled), Experience details of similar works executed, Current commitments in hand, Financial details of bidder, Equipment & facilities available, and all other details sought in the tender enquiry along with any additional information to be furnished by the bidder. Bid not accompanied by required EMD shall be liable for rejection. "PART-I - TECHNO COMMERCIAL" of the offer shall be submitted in duplicate. The second envelope (PART II-PRICE) should contain the Schedule of Prices (Price Bid) duly filled in.
10. It is a specific requirement for considering the bid that the Bidders should sign and submit an "Integrity Pact" to be executed between the Bidder and CSL and to be enclosed along with "PART-I - TECHNO COMMERCIAL" envelope of the offer. Bids not accompanied by a duly signed "Integrity Pact" shall be liable for rejection. Integrity Pact shall be in force and shall cover the bid processing also.

## 11. MINIMUM QUALIFICATION CRITERIA

### 11.1 GENERAL

- a) The bidder shall be a single firm.
- b) The bidder shall not be under a declaration of ineligibility or put on holiday or blacklisted or terminated by CSL or Govt. of India / Any State in India / Other Public Sector Undertakings etc. An undertaking shall be submitted in this regard.



- c) The bidder should not be vendor subsidiaries / affiliates of the Consultant appointed for the ISRF project of CSL (Consortium of M/s Inros Lackner SE, Germany and M/s Tata Consulting Engineers Ltd., Mumbai). A self-declaration shall be submitted in this regard.

#### 11.2 FINANCIAL TURNOVER & CAPABILITY:

- a) Average annual financial turnover during the last three years ending 31st March 2022 shall be at least Rs 90 lakhs. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- b) The bidder shall furnish latest financial capability certificate for an amount not less than Rs 90 lakhs as per the proforma placed as **Annexure 10** (Vol-VIII), from his bankers to the effect that the tenderer is financially sound and has sufficient resources for executing the works.

Bidder shall submit notarized copy of financial details as per the proforma placed as **Annexure-4** (Vol-VIII). An attested / notarized copy of audited balance sheet and profit & loss Account for the preceding 3 years has to be submitted in proof of financial turnover. Year in which no turnover is shown would also be considered for working out the average financial turnover per annum.

#### 11.3 TECHNICAL EXPERIENCE:

Experience of having successfully completed similar works during last 7 years ending 31<sup>st</sup> March 2022 should be either of the following:

- (i) Three similar completed works, each costing not less than Rs 1.2 Crores OR
- (ii) Two similar completed works, each costing not less than Rs 1.8 Crores OR
- (iii) One similar completed work costing not less than Rs 2.4 Crores

#### **Explanatory Notes:**

- a) **Similar works means the fabrication and installation of a floating steel gate, caisson gate or barge / small vessel, floating dock and/or marine steel structures such as dry dock flap / hinged / propped gates, lock gates for river locks or dry docks.**
- b) If the experience claimed by the bidder is of no relevance with respect to the 'similar works' mentioned above, then such experience will not be considered for qualification. Decision taken by CSL / Consultant in this regard will be final.



- c) For conversion of foreign currency to Indian rupee the rate prevailing as on due date of submission of bid will be considered.
- d) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42
Seven years	1.49

- e) The Bidder shall furnish notarized copy of the duly filled proforma regarding 'Details of Completed Similar Works during the Last 7 Years' placed at **Annexure-7** (Vol-VIII). In addition, Bidder shall furnish the required project specific information and satisfactory documentary evidence such as original / notarized copy of work order / letter of acceptance and work completion certificate to CSL in support of claim of experience. In case bidder is furnishing experience certificate of works executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.
- f) 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.

#### 11.4 INFRASTRUCTURAL CAPACITY AND EQUIPMENTS / MACHINERY FOR EXECUTING THE WORK:

- a) As per the technical specification, floating gate shall be manufactured in any established fabrication facility (equipped with dry dock / floating dock / slipway / inflatable air bags for launching etc.) and after launching, the floating gate need



Turnkey Fabrication, Installation & Commissioning of Floating Gate to be towed to the ISRF project site for installation & commissioning. It is therefore essential that the bidder shall have any of the above docking facility. The bidder as part of the offer shall declare details of the owned docking facility. In case bidder does not own such docking facility, then the bidder may hire the same. In such case, a Memorandum of Understanding (MoU) or agreement between the bidder and the firm providing such facilities shall be submitted along with the offer. Technical details of the docking facility shall be submitted along with the offer. After award of contract to successful bidder, the MoU shall be converted into an agreement and details to be shared with Employer later.

- b) Suitability of dry docking facility for the launching of floating gate will be adjudged by CSL / Consultant. In this connection, if any clarification or additional data required, it is the responsibility of the bidder to substantiate their claim with satisfactory documentary supports. If required, CSL / Consultant may also visit the facility for obtaining first hand information. Decision taken by CSL / Consultant in this regard will be final and further consideration of the offer is subject to the satisfactory acceptance of the docking facility for the subject work.
- c) The tenderer shall furnish details of the docking facility, equipment / machinery etc. to be deployed for the above work, if awarded, as per the proforma placed at **Annexure-6** (Vol-VIII).

## 12. EVALUATION

Offer of the bidders meeting the 'Minimum Qualification Criteria' will only be considered for further evaluation. During the course of evaluation of offer, DGM (Infra Projects) may at his discretion ask the bidders for clarifications. Request for clarification will be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

- 13. **The interested firms shall deposit their offer in the tender box kept at the office of Infra Projects Dept, Ground floor, Administrative Building, Cochin Shipyard Ltd on or before 1500 Hrs IST on 09 Dec 2022 and these will be opened on the same day at 1530 Hrs IST.**
- 14. Price bid (PART-II) of those bidders who are meeting the 'Minimum Qualification Criteria' and technically qualified will only be opened on a later date after giving notice to the qualified bidders. Bidders should ensure that his quoted amount as per PART-II is not mentioned anywhere else in other documents, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.
- 15. Only bidders with valid Permanent account number (PAN), GST Registration, EPF/ESI registration need to participate in this tender.



16. Late tenders, tenders with conditions and conditional rebates / discounts will be summarily rejected.
17. Bidders are advised to submit their Price Bid strictly based on the technical specification, drawings, Conditions of Contract, Special Terms & Conditions, Particular site conditions & Requirements and Financial Part contained in the bid document. Bidders are also advised to visit the ISRF project site to have first-hand information regarding the prevailing site conditions.
18. The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 30 days for which request in writing / email / fax by DGM (Infra Projects), before the expiry of the original validity, would be intimated. The receipt of the intimation of DGM (Infra Projects) should be acknowledged. Should any tenderer withdraw his tender before this period or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL, the earnest money deposited by the tenderers shall be forfeited.
19. Bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered.
20. CSL reserves the right to postpone / cancel / reject any or all the bids without assigning any reason thereof at any stage of the tender, which shall be binding on all bidders.
21. Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit an "Integrity Pact" (**Annexure-11**) to be executed between the bidder and CSL along with the bid in "**PART-I - TECHNO COMMERCIAL**". Bids not accompanied by a duly signed "Integrity Pact" shall be liable for rejection. For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

Sd/-

Deputy General Manager (Infra Projects)

CSL



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**VOLUME I**

**Instructions to Bidders**

**COCHIN SHIPYARD LTD**

**COCHIN – 682 015**

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

**11 Nov 2022**

## **Contents of Tender Documents**

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Volume III	Special Terms & Conditions
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## Volume I - INSTRUCTIONS TO BIDDERS

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## **INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

#### **1.1 General**

CSL invites, open tender in 02 (two) envelope system from experienced, resourceful and bonafide firms with proven technical and financial capabilities for carrying out the work of turnkey fabrication, installation & commissioning of floating gate for ISRF project.

#### **1.2 Scope of Work**

1.2.1 The scope of work involves “TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE” which includes the following but not limited to:

- Preparation of fabrication / shop drawings.
- Preparation of Bill of Materials as per approved drawings
- Fabrication, sub assembly, grand assembly works including supply of all materials and consumables such as steel plates, aluminium plates pumps, valves, distribution pipes, mooring devices and the provision of all labour, plant, equipment, temporary works etc,
- Launching of the gate structure and towing to the project site
- Installation, testing, completion and commissioning of the floating gate in accordance with the Technical specification, Drawings and instructions from the Engineer / Consultant.
- Engaging Third-Party Inspection Agency (TPIA) at Contractor's cost during the period of fabrication, installation & commissioning.
- Certification of satisfactory commissioning of floating gate by TPIA.

Section 7 of Vol-V Technical Specification may be referred for further details.

### **2.0 BID REQUIREMENTS**

#### **2.1 General**

Bids in prescribed form in sealed covers (Two cover system) for the work of “TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE” will be received by the Deputy General Manager (Infra Projects) up to 1500 Hrs IST on 09 Dec 2022.



- 2.2 The Bid Document issued to the Bidder is non-transferable.
- 2.3 Bid Documents shall remain the property of EMPLOYER.
- 2.4 EMPLOYER will not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and delivery of his bid or for any other expenses incurred in connection with such bidding.
- 2.5 The work to be executed in accordance with Technical specification, Drawings, Conditions of Contract, Special Terms & Conditions, Particular site conditions & Requirements and Financial Part contained in the bid document.
- 2.6 Time is the essence of contract and the works shall be completed in all respects within the specified periods from the Contract Date.
- 2.7 Before submitting the bid, the bidders shall carefully examine Notice Inviting Tender, Instructions to Bidders, Technical specification, Drawings, Conditions of Contract, Special Terms & Conditions, Particular Site Conditions & Requirements, Financial Part and Standard Forms contained in the bid document. The bidder is advised to inspect the ISRF project site before bidding and acquaint himself with the conditions prevailing at site and it is his responsibility to take into consideration all relevant points before quoting. He shall not hold the EMPLOYER responsible for any detail that might have been omitted in the bid schedule which may affect the pricing of the contract. This bid shall be deemed to be submitted by the bidder relying on his own judgment, skill and expertise in all matters connected with the bid and submission thereof. It is specifically made clear that none of the statements by the EMPLOYER shall be deemed to have induced the bidder to enter into the contract. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum/corrigendum, within the quoted price.
- 2.8 The bidders who need clarifications on any specific issue shall inform as per the format placed at **Annexure-12** (Vol-VIII) by email addressed to [mathews.pa@cochinshipyard.in](mailto:mathews.pa@cochinshipyard.in) with copy to [rajeev.karunakaran@cochinshipyard.in](mailto:rajeev.karunakaran@cochinshipyard.in) and [siyad.ma@cochinshipyard.in](mailto:siyad.ma@cochinshipyard.in) latest by 1200 Hrs on 23 Nov 2022. Hard copy of the communication may also be posted in the address mentioned at para 2.10 below. A pre bid meeting is scheduled at CSL on



24 Nov 2022 at 1030 Hrs. For any clarifications, the same will be obtained from CSL during the pre-bid meeting. No queries / clarifications on bid document shall be entertained after the pre bid meeting. The replies / clarifications / decisions shall be hosted at CSL website [www.cochinshipyard.in](http://www.cochinshipyard.in).

- 2.9 At any time prior to the due date for submission of bid, Deputy General Manager (Infra Projects) may modify the bid documents by the issuance of addendum / corrigendum. The addendum / corrigendum, if any, shall be hosted in the website of the Cochin Shipyard Ltd only. It is the responsibility of the Bidder who purchased / downloaded the bid document to download such addendum / corrigendum / clarifications hosted in CSL website and submit along with the Bid. The addendum / corrigendum shall form part of the bid document.
- 2.10 If the bidders find discrepancies in or omission from the drawings, specifications, or other documents, or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the EMPLOYER who may send a written instruction or explanation to all bidders. No oral interpretations shall be made by any bidder as to the meaning of any of the provisions of the bid documents. Every request for an interpretation shall be in writing / email addressed and forwarded to the EMPLOYER at the following address not later than pre bid meeting:

**DEPUTY GENERAL MANAGER (INFRA PROJECTS),**  
**INFRA PROJECTS DEPT.**  
**ADMINISTRATIVE BUILDING**  
**COCHIN SHIPYARD LTD.**  
**KOCHI-15**  
**KERALA, INDIA.**  
Ph: 0484 2501825  
Email: [mathews.pa@cochinshipyard.in](mailto:mathews.pa@cochinshipyard.in)

with a copy to the following Email ID's: [rajeev.karunakaran@cochinshipyard.in](mailto:rajeev.karunakaran@cochinshipyard.in);  
[siyad.ma@cochinshipyard.in](mailto:siyad.ma@cochinshipyard.in)

- 2.11 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. The submission of a bid by bidder implies that he has read the notice and conditions of



contract and has made himself aware of the scope, specification, drawings etc and other factors bearing on the bid and that they are binding on him.

- 2.12 The successful bidder shall make his own arrangements for obtaining all necessary licences, permits etc. that may be required for the deployment of plant and equipment for the commencement of work and also during progress of work including transportation of fabricated gate to the project site and subsequent installation & commissioning. The EMPLOYER shall give only assistance for the same with no obligation therefore. Obtaining necessary licences and permits shall be the responsibility of the successful bidder. Successful bidder shall not be entitled to raise any claim on the EMPLOYER on the ground that the EMPLOYER did not accord the recommendatory assistance.
- 2.13 The agreement (**Annexure-14**) as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum / corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Work Order together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties. The contract document shall consist of the following:
- a) Agreement (Annexure-14) signed between Employer & Contractor
  - b) Work Order
  - c) All correspondences till the award of work
  - d) The bidding document along with drawings & approved Schedule of Prices.
  - e) Amendment to the bidding document
  - f) Any other documents as deemed necessary
- 2.14 The Employer fully expects that Bidder / Contractor observe the highest standard of ethics during all stages of tender process and subsequent contract period.

In pursuance of this policy, the Employer

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering giving, receiving or soliciting of anything of value (in cash or in kind) to influence the action of a public official during qualification or tendering process or contract execution; and



- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a prequalification or tendering process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants / Contractors (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefit of free and open competition;

- b) Will reject a proposal for award if it determines that the Bidder / Contractor recommended for award has engaged in corrupt and / or fraudulent practices in competing for the Contract in question.

The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalisation of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.

- 2.15 All documents forming the Contract are to be taken as mutually explanatory to one another. However, in the event of any discrepancies between the documents constituting the contract, for purpose of interpretation, the documents defining the contract shall take the following order of precedence.

- Contract Agreement as per pro-forma (**Annexure – 14**)
- Work order
- Any agreed variation between the Employer and the Contractor including but not limited to minutes of negotiation, amendments of specifications and / or specifications.
- Schedule of Prices
- Technical Specification
- Drawings
- Special Terms & Conditions
- General Conditions of Contract
- Financial Part
- Particular Site Conditions and Requirements
- Instruction to Bidders



- All materials, literature, drawings, data and information of any sort given by the Contractor and approved by Owner as well as the one given by the owner to the contractor.
- Any other documents as may be required.

Decisions taken by the owner for the successful completion of the works shall be final and binding on the parties.

- 2.16 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.17 The right of acceptance of a bid will rest with EMPLOYER who does not bind themselves to accept the lowest bid and also reserves the right to reject any or all of the bids received without assigning any reason.
- 2.18 The successful bidder shall furnish the required Security Deposit / Performance Guarantee through an irrevocable Bank Guarantee, enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India and which is acceptable to the EMPLOYER, as per the proforma enclosed at **Annexure- 17** of Vol-VIII to this bid document, within 15 days from the contract date.
- 2.19 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work.
- 2.20 Telex / Telegraphic / Email offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- 2.21 Bids received after the due date and time and any change in quotation after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.22 In case of an unscheduled holiday on the prescribed closing / opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing / opening of the bid.



- 2.23 Bidders to note that the bids shall first be evaluated for Minimum Qualification Criteria given in the Notice Inviting Tender (NIT). Offers submitted by Bidders which are not meeting the 'Minimum Qualification Criteria' will not be considered for further evaluation.
- 2.24 Any error in description and any omissions if any shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to technical specification and drawings or from any of his obligations under the contract. If there are varying or conflicting provisions made in any document forming part of the contract, Deputy General Manager (Infra Projects), Cochin Shipyard Limited shall be the deciding authority with regard to the intention of the document which shall be binding on the Bidder.
- 2.25 The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration and Permanent Account Number (PAN). The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. The contractors shall regularly remit the statutory contribution to the authorities. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought into force from time to time.
- 2.26 The tender and all related correspondence and documents should be written in English.

### **3.0 INSTRUCTIONS FOR FILLING BIDS.**

- 3.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the EMPLOYER or who have purchased / downloaded the bid document.
- 3.2 The tenderers shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.
- (i) If the bid is made by an individual, it shall be signed by his full name in each page of the bid document with official stamp as a token of his acceptance of the conditions stated therein and his address shall be given.
  - (ii) In the case of bid being submitted by a registered partnership firm, it shall be signed individually by each partner thereof in each page of the bid documents with official



stamp as a token of acceptance of the conditions stated therein. In the event of absence of any partner, it must be signed on his behalf by a person holding a proper Power-of-Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract. Such Power-of-Attorney as per the proforma given in **Annexure – 3** of Vol-VIII, is to be attached with the bid which must disclose that the firm is duly registered under Indian Partnership Act. Certified copy of the registered partnership deed of the firm shall be enclosed with the bid.

- (iii) If the bid is made by a Limited company, it shall be signed in each page of the bid documents with official stamp as a token of acceptance of the conditions stated therein by a duly authorized person who shall produce with the bid satisfactory evidence of the authorisation as per the proforma placed at **Annexure – 3** of Vol-VIII. The Memorandum and Articles of Association of the Company shall also be enclosed with the bid.
- 3.3 The bid and any annotation or accompanying documentation shall be in English language only and in metric system.
- 3.4 Bidders shall sign their bid with the exact name of the firm to whom the bid document has been issued. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The EMPLOYER may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 3.5 The bid documents shall be completed in all respects including addendum / corrigendum and shall be submitted together with requisite information and annexures. Techno-Commercial offer shall be submitted in **DUPLICATE (ONE ORIGINAL AND ONE COPY)**. They shall be complete and free from ambiguity, change or inter-lineation.
- 3.6 If the space in the bid form or in the Annexures thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 3.7 Bidders should indicate at the time of quoting against this bid their full postal and telegraphic / telex / fax / e-mail addresses.



- 3.8 The bid should be written legibly and free from erasures and over-writings or conversions of figures. Correction where unavoidable should be duly attested by signature(s) of the bidder(s) with dates.
- 3.9 Bidder shall set their quotations in firm figures and without any conditions. Each figure stated shall also be repeated in words and in the event of a discrepancy between the rate stated in figures and words, the rate quoted in words shall be deemed to be the correct rate.
- 3.10 Each bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. 6 Lakhs in DD / Banker's cheque / NEFT payment receipt drawn in favour of Cochin Shipyard Ltd and payable at Cochin and shall be valid for a period of six months from the due date of opening of techno-commercial bids from any Nationalised / Scheduled Bank in India. EMD shall be enclosed in the **“PART-I - TECHNO COMMERCIAL”** cover. NEFT payment shall be remitted in favour of CSL in account mentioned below:
- STATE BANK OF INDIA**  
**SHIPYARD BRANCH**  
**ACCOUNT No.: 10319928321**  
**IFSC Code: SBIN0003229**
- 3.11 EMD shall specifically bind the Bidder to keep his offer valid for acceptance up to 60 days and to abide by all the conditions of the Employer's Bid Document in the event of the EMPLOYER desiring to award the work against the said bid to the said Bidder. The EMPLOYER shall have an unqualified option under the said EMD to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work and carry it out in accordance with the bid if the Employer decides to award the work to the Bidder. The EMD shall be retained with CSL till finalisation of bids. EMD will not carry any interest.
- 3.12 In case, Bidder has downloaded the bid document from website, the cost of bid document shall also be enclosed as separate Demand Draft / Banker's Cheque / NEFT payment from any Nationalised Bank / Scheduled Bank in India, drawn in favour of CSL and shall be enclosed in the **“PART-I - TECHNO COMMERCIAL”** cover.



## **4.0 PRICING OF BID**

### **4.1 General**

The price shall be quoted for the complete scope of Work as described or implied from the Tender Document and in accordance with the price bid format titled “Schedule of Prices” placed at **Annexure-13** of Vol-VIII. Any increase or decrease in any such taxes / duties after the date of bid shall be debited or credited to the EMPLOYER upon satisfactory proof of payment thereof or decrease thereon.

### **4.2 Currencies of Bid**

The Bidder shall indicate the prices in Indian Rupees. The Bidder shall not quote in any currency other than Indian Rupees.

### **4.3 Validity of Bid**

The bid shall be valid for acceptance for a minimum period of sixty (60) days from the date of opening of **“PART-I - TECHNO COMMERCIAL”** bid.

### **4.4 Duties and Taxes**

The GST applicable as per the law can be billed on Cochin Shipyard, which will be paid to the Contractor by the Employer along with the bills. Any stipulation by a Bidder that income tax deductible from these bills should be borne by Cochin Shipyard Ltd will result in summary rejection of the bid.

It shall be the responsibility of the Contractor to submit to the concerned Indian Statutory Authorities the returns and all connected documents required for this purpose. The Contractor shall also provide the EMPLOYER such information as they may require in regard to the Contractor's income and expenditure for this purpose.

### **4.5 Zero deviation bidding**

Bid shall be submitted as “Zero deviation Basis”. Accordingly offer is to be submitted in complete compliance to Bidding Document Terms & Conditions without any deviation. Offer with deviation shall be liable for rejection without any further correspondence. In view of this, Bidder shall ensure submission of complete bid without any deviation as per requirement of bidding document in first instance itself.



## 5.0 INFORMATION REQUIRED IN THE BID

The bid for the work will be based on two cover system (**“PART-I - TECHNO COMMERCIAL”** & **“PART-II - PRICE”** as mentioned below.

### 5.1 PART-I - TECHNO COMMERCIAL

5.1.1 PART-I shall be sealed and superscribed as **“PART- I – TECHNO COMMERCIAL BID for TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE”** and shall contain the following:

- (i) A covering letter from the bidder listing all the documents accompanying the bid.
- (ii) Duly filled Check List as per **Annexure-1**
- (iii) Application letter as per **Annexure-2**
- (iv) a) In case, the bidder is a Partnership firm,
  - 1) Certified copy of registered partnership deed
  - 2) Duly executed Power of Attorney, in the name of bidder’s authorised representative to act on behalf of the bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma placed at **Annexure - 3**
- b) In case the bidder is a limited company,
  - 1) Registration certificate of the company and Memorandum and Articles of Association of the company;
  - 2) Duly executed Power of Attorney, in the name of bidder’s authorised representative to act on behalf of the bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma placed at **Annexure – 3**
- (v) Financial details of the Bidder (Notarized) as per **Annexure-4**. An attested / notarized copy of audited balance sheet and profit & loss Account for the preceding 3 years has to be submitted in proof of financial turnover.
- (vi) Proforma titled ‘Structure And Organization’ duly filled as per **Annexure-5**
- (vii) Proforma titled ‘Resources: Bidder’s Equipment And Facilities’ duly filled as per **Annexure-6**
- (viii) Notarized copy of the duly filled proforma regarding ‘Details of Completed Similar Works during the Last 7 Years’ placed at **Annexure-7** (Vol-VIII). In addition, Bidder shall furnish the required project specific information and satisfactory documentary evidence such as notarized copy of work order / letter of acceptance and work



completion certificate to CSL in support of claim of experience. In case bidder is furnishing experience certificate of works executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.

- (ix) Works in hand / current commitments as per the proforma placed at **Annexure-8**
- (x) Duly filled proforma titled 'List of Key Personnel for the Execution of Work' placed at **Annexure-9**
- (xi) Solvency Certificate issued by the banker of the Bidder as per the proforma placed at **Annexure-10**
- (xii) Duly signed "Integrity Pact" to be executed between the Bidder and CSL as per the proforma placed at **Annexure – 11**
- (xiii) Duly signed & sealed **Un-priced** format of 'Schedule of Prices' placed at **Annexure-13. Rates and figures shall not be indicated in the Unpriced format.** However, the respective fields for rates & figures shall be indicated as 'Quoted'.
- (xiv) 'Detailed Methodology & Work Programme Schedule' as per the format placed at **Annexure-19.**
- (xv) 'Special Terms & Conditions' duly filled indicating bidder's compliance
- (xvi) EMD as per clause no. 7 of 'Special terms & Conditions'
- (xvii) Cost of Bid document as per clause no. 5 & 7 of NIT
- (xviii) Tender document including addendum / corrigendum, if any duly signed & sealed on all pages as a token of acceptance of the tender terms & conditions in all respects.
- (xix) Documentary evidence in support of valid GST registration and Permanent Account Number (PAN)
- (xx) Any other information required in terms of this Bid Documents.

## 5.2 PART-II PRICE

5.2.1 PART – II PRICE shall contain the rate quoted in the "Schedule of Prices" (**Annexure-13**) attached separately along with the bid documents and should be submitted in a separate sealed cover superscribed with **"PART-II PRICE for TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE"**.

5.2.2 **This cover (PART-II) shall not contain anything other than the dully filled 'Schedule of Prices'.**



### 5.3 Bid in sealed cover

The cover 'PART-I – TECHNO COMMERCIAL' and 'PART – II - PRICE' shall then be put together in another cover, which shall be sealed and superscribed with words "**BID FOR "TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE".** The bidder shall ensure that his quoted rate as per 'PART-II' is not mentioned in any other documents directly or indirectly. If any such mention is made, the bid is liable to be rejected. In the event price bid is different from the unpriced format already submitted, CSL reserves the right to reject the offer without any further discussions.

## 6.0 EVALUATIONS AND COMPARISON OF BIDS

### 6.1 General

6.1.1 After the receipt of bids, if required, the EMPLOYER may depute a team of officials and they may inspect the facilities available with the bidder to ensure suitability of the same for achieving the requirements specified in the tender enquiry. The bidder shall ensure that aforesaid team shall at all the times have access to visit the site and inspect the facilities. The travelling expenses including food and accommodation required for the inspection team shall be borne by Cochin Shipyard Ltd. EMPLOYER reserves the right to open Price Bid (PART-II) of only such bidders whose Technical and Commercial Bid (Cover-A) are acceptable and complete. The Employer's decision in this regard shall be final and binding on the bidder. The EMPLOYER may not open Price Bid of the bidders whose technical and commercial aspect of the proposal is not acceptable or is incomplete.

### 6.2 Responsiveness of Bid

Bids which do not fulfill the 'MINIMUM QUALIFICATION CRITERIA' (clause no. 10 of NIT) or which contain any other condition of any sort including conditional rebates or are incomplete in any respect shall be summarily rejected. Such bids shall be entered in the bid opening register but their rates shall neither be read out nor entered in the register. Only a remark mentioning the reason of rejection in brief shall be appended against such entry.

## 7.0 BID OPENING

7.1 'PART – I – TECHNO COMMERCIAL' shall be opened on the last date fixed for receiving the bid at 1530 Hrs Indian Standard Time at the office of Infra Projects Dept.



- 7.1.1 In case earnest money is not deposited or is not in order, the bid will not be considered for further process. Only a mention to this effect shall be made in the bid opening register. Bid not accompanied by 'cost of bid document' is liable to be rejected. The cover 'PART- I – TECHNO COMMERCIAL' containing all details & particulars as detailed at clause 5.1 above will be opened on the due date. The authenticity of the details furnished by the bidders shall be verified and confirmed as per the bid stipulation.
- 7.1.2 DGM (Infra Projects) or his duly authorized representative will open the bids on the day at the time and place stipulated above.
- 7.1.3 At the time of bid opening, EMPLOYER will permit authorised representative of each Bidder to be present provided such representative presents to the EMPLOYER at that time, a letter duly signed by the Bidder authorising him to be present on behalf of the Bidder.
- 7.1.4 Signature of the authorized representatives of bidders who attended the tender opening shall be obtained in the tender opening register.
- 7.2 Cover-B (Price Bid)
- 7.2.1 Price Bids of only those Bidders whose Technical and Commercial proposals are complete, fulfil the 'Minimum Qualification Criteria' and considered as acceptable shall be opened on a later date after giving notice to the qualified bidders.
- 7.2.2 Price Bids shall be evaluated based on total overall amount. CSL reserves the right to conduct negotiations with L 1 Bidder to have possible reduction from the original offer or if the condition so warrants. The bidder shall attend the negotiation meeting in time upon intimation to them by CSL.
- 7.2.3 Normally CSL will award the contract to the Bidder whose bid has been substantially responsive to the bidding documents and who has offered lowest evaluated total amount. The acceptance of tender will rest with CMD or his authorized officer who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.



## **8.0 LETTER OF ACCEPTANCE**

- 8.1 The successful bidder will be informed the acceptance of his bid through a Letter of Acceptance (LOA) issued by the Employer.
- 8.2 The bidder whose bid is accepted shall convey his acknowledgement of receipt of the LOA within 7 (Seven) days of its receipt.

## **9.0 SIGNING OF THE CONTRACT**

### **9.1 Contract Agreement**

The successful bidder shall be required to execute an Agreement at his expense on Kerala State stamp paper of proper value as per the Proforma placed at **Annexure – 14** to the bid document for the due and proper fulfilment of the contract, within 14 days after the Bidder receives the Letter of Acceptance or within such extended time as may be permitted by the EMPLOYER in this behalf. In case of the bidder, who had received the Letter of Intent, agreement shall be executed within 7 days after the bidder receives the Letter of Acceptance or within such extended time as may be permitted by the EMPLOYER in this behalf. Till such time, the bid together with the acceptance letter of CSL shall constitute a binding contract between the two parties.

- 9.2 In addition to the above, the successful bidder will be required to furnish a Performance Security through an irrevocable Bank Guarantee (BG), enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India and which is acceptable to the EMPLOYER, as per the Proforma enclosed at **Annexure- 17**. The Bank Guarantee shall be for an amount of 3% of the Accepted Contract Amount and is towards satisfactory performance of the contract. BG to be submitted within 15 days from the 'contract date'. The Bank Guarantee should be initially valid till the completion of work. Extension of BG in accordance with extension of material supply schedule / work schedule is to be ensured.
- 9.3 Upon completion of commissioning of the floating gate and for releasing the final stage payment by Employer, Contractor shall convert the Performance Security to Performance Guarantee (3% of the Accepted Contract Amount) and this is for the enforcement of agreed performance guarantee as per clause no. 8, 'Guarantee' mentioned in 'General



Conditions of Contract'. The revalidated Bank Guarantee should cover the guarantee amount / period and a grace period of 28 days.

9.4 The obtaining of above mentioned guarantee shall be at the expense of the Contractor in all respects. No interest is payable by the Employer on the guarantee amount. The BG shall be forfeited in full or part as decided by DGM (Infra Projects), whose decision will be final and binding on the Contractor, on failure of the Contractor to perform or non-fulfillment of the terms and conditions of the Contract by the Contractor.

9.5 Failure to comply with the conditions under sub-clauses 9.1 & 9.2 above will entail rejection of his bid with forfeiture of the EMD. The time schedule for submission Performance Security shall be strictly adhered to.

#### **10.0 RELEASE OF EMD**

10.1 The Employer shall arrange to release the EMD in respect of unsuccessful bidders except L1 & L2 bidders within 30 (thirty) days of placement of Letter of Acceptance to successful bidder.

10.2 The EMD of L2 bidder will be released on issue and acceptance of the letter of acceptance by the successful bidder (L1 bidder) or after expiry of 3 months whichever is earlier. EMD of successful bidder shall be returned back after submission of performance security Bank guarantee by the successful bidder.

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# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**VOLUME II**

**General Conditions of Contract**

**COCHIN SHIPYARD LTD**

**COCHIN – 682 015**

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

**11 Nov 2022**



## Contents of Tender Documents

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Volume III	Special Terms & Conditions
Volume IV	Particular Site Conditions and Requirements
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## **GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1 Definitions**

In the Conditions of Contract ("these Conditions"), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- 1.2 **"Contract"** means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Drawings, the Financial Part, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.3 **"Contract Agreement"** means the contract agreement (if any) referred at sub clause no. 9.1 of 'Instructions to Bidders'.
- 1.4 **"Letter of Acceptance"** means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the bidder, including any annexed documents.
- 1.5 **"Letter of Intent"** means intimation prior to Letter of Acceptance, issued to the bidder whose bid is acceptable.
- 1.6 **"Letter of Bid"** means the document entitled letter of bid, completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.7 **"Specification"** means the document entitled technical specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.8 **"Drawings"** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- 1.9 **"Bid"** means the Letter of Bid and all other documents, which the Contractor submitted with the Letter of Bid, as included in the Contract.
- 1.10 **"Party"** means the Employer or the Contractor, as the context requires.
- 1.11 **"Employer"** means Cochin Shipyard Ltd (CSL) or its authorized representative.
- 1.12 **"Contractor"** means the person / persons or firm or company whose bid is accepted by Cochin Shipyard Ltd and includes the Contractor's authorised agents, successors and permitted assigns.
- 1.13 **"Engineer"** means the Deputy General Manager (Infra Projects) of the Cochin Shipyard Ltd.
- 1.14 **"Consultant"** means the Project Management Consultant appointed for ISRF project viz., consortium of M/s Inros Lackner, Germany & M/s Tata Consulting Engineers Ltd., Mumbai.



- 1.15 “**Contract Date**” means the date on which ‘Letter of Acceptance’ issued by the Employer is accepted by Contractor or seven days from the date of issue of ‘Letter of Acceptance’ by CSL whichever is earlier.

**2. CONTRACT WORK AND CONTRACT PRICE:**

- 2.1 The works to be carried out (hereinafter referred to as "the Contract Works") and the price for the same (hereinafter called "the contract price") shall include the work described in the technical specification, schedules, drawings, etc. annexed hereto.
- 2.2 Except where otherwise expressly provided, the contractor shall provide all materials, labour and plant and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the technical specification & drawings.

**3. WORKMEN'S COMPENSATION:**

The contractor shall indemnify CSL in the event of CSL being held liable to pay compensations for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to CSL whenever so required.

**4. LICENCES, PERMITS AND NOTICE TO STATUTORY BODIES:**

The contractor shall give customs, State Government, municipal, police, petroleum, road, railway, and all other authorities all notices, etc. that may be required by law and obtain all requisite licences for temporary obstructions, transportation, loading and unloading activities, enclosures, and for any other purposes whatsoever and pay all fees, taxes, duties, and charges which may be leviable on account of contractors own operations in executing the contract. Contractor shall make good any damage to adjoining property whether public or private and supply and maintain any flags, horns, sirens, light etc. in whatever manner required in day or at night or for the purposes of warning / indication of work in progress or of imminent danger etc.

**5. LIENS:**

- 5.1 If, at any time, there should be evidence or any lien or claim for which the Employer might have become liable and which is chargeable to the contractor, the Employer shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the employer against such lien or claim and if such lien or claim be valid, then the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 5.2 Mode of payment of final bill:



The Contractor's final bill shall be passed for payment only after:

- a) Payment of all CSL dues and such other charges as may be recovered from the contractor, if any.
- b) After issue of certificate by TPIA & Consultant on successful completion of installation & commissioning of the floating gate at ISRF site.
- c) Contractor has cleared all dues if any in connection with statutory authorities such as EPFO, labour department, ESIC, Cochin Port Authority, other government agencies etc.

5.3 Any unconditional delay if any (not debitable to CSL) will be adjusted in the final bill.

## **6. DEFECTIVE MATERIALS:**

If CSL considers any materials unfit for use or not in accordance with the specifications, the same shall be removed by the Contractor from the site of work within 24 hours, after notice to that effect has been given to the Contractor.

## **7. REJECTION OF DEFECTIVE WORK:**

- 7.1 If the complete fabrication / manufacture at contractor's premises or erection / installation at ISRF site or any portion thereof before being taken over is defective, or fail to fulfill the requirements of the contract, CSL shall give notice to the Contractor setting forth particulars of such defects or failures and the Contractor shall forthwith make the defective supply / plant / installation good, or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, CSL may reject and replace at the cost of Contractor the whole or any portion of the work as the case may be which is defective or fails to fulfill the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to CSL of the extra cost, if any, of such replacement delivered and erected.
- 7.2 If any supply of defective items shall have caused delay in the completion of the contract so as to give rise to a claim for damage on the part of CSL under Clause 11 of Vol - II nothing contained in this clause shall interfere with or prejudice any rights of CSL with respect to such claim.

## **8. GUARANTEE:**

- 8.1 The guarantee period will be effective for a period of twenty four (24) months and it will be in force from the date of final acceptance of the items of work completed under the contract by CSL after due certification by TPIA & Consultant. The contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, design, workmanship in the work but not otherwise and shall at contractor's own cost remedy such defects when called upon to do so by CSL, who shall intimate in what respect any portion is faulty.
- 8.2 It becomes necessary for the contractor to replace or renew any defective portions of the supply of the items under this clause. The provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of six months from the date of such replacement or renewal or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, CSL may proceed to do the work at the Contractors' risk and expenses.



**9. CONSTRUCTION OF CONTRACT:**

This contract shall be in all respects constructed and operated as an Indian Contract and in conformity with Indian Law and suit and other proceedings arising out of or in connection with contract works shall be instituted in the Courts of Judicature in Cochin.

**10. PERFORMANCE GUARANTEE:**

Upon completion of commissioning of the floating gate and for releasing the final stage payment by Employer, Contractor shall convert Performance Security to Performance Guarantee (3% of the Accepted Contract Amount) and this is for the enforcement of agreed performance guarantee as per clause no. 8, 'Guarantee' mentioned in 'General Conditions of Contract'. The revalidated Bank Guarantee should cover the guarantee amount / period and a grace period of 28 days. The performance guarantee will be returned after the contractor, fulfilling all the conditions of contract including the guarantee period where such stipulations are made to the satisfaction of CSL and on making an application thereof.

**11. LIQUIDATED DAMAGES (LD):**

In case of delay beyond the stipulated period of total completion & handing over of the floating gate after successful installation & commissioning specified at Clause 12 titled 'Completion Period', Contractor shall pay liquidated damages (and not by the way of penalty) a sum equivalent to 1 % of the order value per week subject to a maximum of 10% of the contract value.

The Parties (Employer & Contractor) hereby agree and affirms that this is a genuine pre-estimate of the loss or damage which will be suffered by the employer on account of delay on the part of the contractor and said amount will be payable by the contractor on demand without there being any proof of the actual loss or damages having been caused by such delay or breach. The Employer shall have power to deduct this amount from any payment due or which may thereafter become due to the contractor or from any amount lying with them or under their control. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the works in stages or whole for from any other of his obligations and liabilities under this contract.

For better clarity, contract value mentioned in LD clause is the basic value, i.e., value excluding duties and taxes. Liquidated damages, if any, shall be decided and settled only after the completion of the entire project but prior to the release of Final stage Payment.

If, for any reasons, Contractor has a justification towards delay in work execution and would intend to consider applicability / non applicability of LD, the same shall be intimated to CSL by way of a letter, failing which it will be deemed that delay is attributable to the contractor. On receipt of the intimation, Employer at its sole discretion may suitably extend the time for completion of the Works for such period as may be decided by the Employer, whose decision in this regard shall be final.

Delay in supply / interruption of the work for reasons not attributable to Contractor shall entitle extension of the order execution period for proportionate period without any additional cost to CSL.

**12. COMPLETION PERIOD:**

12.1 The entire scope of work is to be completed within a timeframe of seven (7) months from the 'Contract date'. The time allowed for carrying out the work as mentioned below shall be strictly observed by the Contractor. The work throughout the time period shall be proceeded with diligence keeping in view that time being deemed to be the essence of the contract. The split up of the schedule is stipulated below:

Milestone	Activity	Timelines
1	Completion of fabrication of floating gate and subsequent launching, transportation and delivery at ISRF project site	Within 6 months from the contract date
2	Installation & Commissioning of Floating Gate at ISRF site	Within 1 month from the date of award of site clearance by CSL for commencing the installation & commissioning activities

**12.2 Notes:-**

- a) Site clearance by CSL will be given within 5.5 months from the contract date.
- b) Substantial portion of the sheet pile wall & associated works is already completed. Balance works in this connection will be completed within a period of 5.5 months so that the Contractor after delivery of the gate can immediately proceed with the installation & commissioning activities.
- c) If by any reason, CSL works are getting delayed beyond 5.5 months as mentioned above, Contractor can complete the delivery of floating gate at ISRF site. However, floating gate needs to be safely berthed at a suitable location at ISRF site till the site clearance for installation & commissioning activities is given by CSL. Preservation, if any required during the berthing period at ISRF site is under Contractor's scope.
- d) In the event of interruption of the work due to non-receipt of site readiness from CSL for commencing the installation & commissioning activities, Contractor shall be entitled for the extension of order execution period as per clause no. 31 'Suspension of Work' of 'Special Conditions of Contract' without any additional cost implication to CSL.

**13. INSTALLATION & COMMISSIONING:**

13.1 The Contractor shall ensure that minimum amount of work is left to be carried out at ISRF site to enable early installation & commissioning of the floating gate after its delivery. Site welding shall be avoided / limited to the minimum extent as far as possible. The Contractor shall be responsible for installation of the floating gate including transport to the ISRF site, and temporary berthing, if required at site by their own men, tools and tackles etc. The Contractor shall ensure that all work is undertaken by trained and competent personnel under the supervision of responsible persons, experienced in the particular aspect of the works being undertaken. Site engineers, supervisors,



divers etc shall be deputed as per requirements.

- 13.2 Electric power, Welding gas, Compressor air along with connection up to the floating gate shall be arranged by the Contractor in connection with the installation & commissioning of the floating gate at ISRF site. Space for providing site office at site will be provided by CSL, free of cost. Mobile / barge cranes of adequate capacity, if any required for installation & commissioning of the gate shall be arranged by the Contractor at their cost. Contractor at his cost shall also arrange tug boats, labourers, divers etc for the conduct of performance tests & reliability tests.
- 13.3 The installation and commissioning shall be conducted by the Contractor and shall demonstrate compliance with the technical specification, drawings and amply demonstrating operational reliability. Upon receipt of the intimation from the Contractor, CSL personnel / Consultant will be available to witness the test. Contractor with his own engineers and operators will perform the performance tests. The tests shall also be witnessed by the TPIA appointed by the Contractor.
- 13.4 All defects pointed out by CSL, Consultant and third party inspection agency shall be rectified. The rectification of defects and modifications pointed out by any of the above agencies shall be carried out without any additional cost to CSL.
- 13.5 On satisfactory commissioning of the floating gate, Contractor, TPIA, CSL & Consultant shall jointly sign the commissioning certificate.

**14. TRAINING FOR CSL STAFF:**

After successful commissioning, Contractor shall arrange training to CSL staffs (minimum six personnel) regarding the operation of floating gate.



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**VOLUME III**

**Special Terms & Conditions**

**COCHIN SHIPYARD LTD**

**COCHIN – 682 015**

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

**11 Nov 2022**



## Contents of Tender Documents

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Volume II General Conditions of Contract

**Volume III Special Terms & Conditions**

Volume IV Particular Site Conditions and Requirements

Volume V Technical Specification

Volume VI Financial Part

Volume VII Drawings

Volume VIII Standard Forms



### **Special Terms & Conditions**

**(To be duly filled and submitted along with offer- Part I)**

Sl. No	DESCRIPTION	Compliance by the Contractor (Yes/No). In case of 'No', reasons to be provided.
1.	<p>The Contractor shall be responsible to CSL for providing Floating Gate on a turnkey basis.</p> <p>The scope of work includes the following but not limited to:</p> <ul style="list-style-type: none"> <li>• Preparation of fabrication / shop drawings.</li> <li>• Preparation of Bill of Materials as per approved drawings</li> <li>• Fabrication, sub assembly, grand assembly works including supply of all materials and consumables such as steel plates, aluminium plates, pumps, valves, distribution pipes, mooring devices and the provision of all labour, plant, equipment, temporary works etc.</li> <li>• Launching of the gate structure and towing to the project site</li> <li>• Installation, testing and commissioning of the floating gate in accordance with the Drawings, Specifications and instructions from the Engineer.</li> <li>• Engaging Third-Party Inspection Agency (TPIA) during the period of fabrication, installation &amp; commissioning.</li> <li>• Certification on completion of satisfactory commissioning of floating gate by TPIA.</li> </ul>	
2.	<p><b><u>MODE OF SUBMISSION OF TENDERS</u></b></p> <p>a) Tenders should be submitted in two separate sealed covers superscribed as <b>PART-I "TECHNO-COMMERCIAL"</b> &amp; <b>PART-II "PRICE"</b> each indicating the tender number (INFRA/ISRF/236/2022 dated 11 Nov 2022), due date and name &amp; address of the bidder with Title – <b>“Turnkey Fabrication, Installation &amp; Commissioning of Floating Gate”</b>. Only Hard copies of offers shall be submitted. Tenders are to be addressed to <b>‘Deputy General Manager – Infra Projects, Infra Projects Dept., Administrative Building, Cochin Shipyard Limited, Administrative Building, Cochin, Kerala – 682015’</b>. Techno-commercial offer shall be submitted as original + 1 copy. Soft copy of the Techno-commercial offer shall also be enclosed. Offers submitted not as above shall not be considered.</p> <p>b) <b>PART-II Price</b> to be submitted as per Price bid format placed at <b>Annexure-13</b> titled ‘Schedule of Prices’ separately in a sealed cover as ‘original’ only along with the Part I "TECHNO-</p>	



	<p>COMMERCIAL" part of tender.</p> <p>c) <b>PART-I "TECHNO-COMMERCIAL" &amp; PART-II "PRICE"</b> shall be enclosed in a common sealed cover indicating the tender number (INFRA/ISRF/236/2022 dated 11 Nov 2022), due date and name &amp; address of the bidder with Title – <b>“Turnkey Fabrication, Installation &amp; Commissioning of Floating Gate”</b>.</p>	
3.	<p><b><u>TECHNO-COMMERCIAL PART SHOULD CONTAIN THE FOLLOWING DETAILS</u></b></p> <p>PART-I shall be sealed and superscribed as <b>“PART- I – TECHNO COMMERCIAL BID for TURNKEY FABRICATION, INSTALLATION &amp; COMMISSIONING OF FLOATING GATE”</b> and shall contain the following:</p> <ul style="list-style-type: none"> <li>(i) A covering letter from the bidder listing all the documents accompanying the bid.</li> <li>(ii) Duly filled Check List as per <b>Annexure-1</b></li> <li>(iii) Application letter as per <b>Annexure-2</b></li> <li>(iv) a) In case, the bidder is a Partnership firm, <ul style="list-style-type: none"> <li>1) Certified copy of registered partnership deed</li> <li>2) Duly executed Power of Attorney, in the name of bidder’s authorised representative to act on behalf of the bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma placed at <b>Annexure - 3</b></li> </ul> </li> <li>b) In case the bidder is a limited company, <ul style="list-style-type: none"> <li>1) Registration certificate of the company and Memorandum and Articles of Association of the company;</li> <li>2) Duly executed Power of Attorney, in the name of bidder’s authorised representative to act on behalf of the bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma placed at <b>Annexure – 3</b></li> </ul> </li> <li>(v) Financial details of the Bidder (Notarized) as per <b>Annexure-4</b>. An attested / notarized copy of audited balance sheet and profit &amp; loss Account for the preceding 3 years has to be submitted in proof of financial turnover.</li> <li>(vi) Proforma titled ‘Structure And Organization’ duly filled as per <b>Annexure-5</b></li> <li>(vii) Proforma titled ‘Resources: Bidder's Equipment And Facilities’ duly filled as per <b>Annexure-6</b></li> <li>(viii) Notarized copy of the duly filled proforma regarding ‘Details of Completed Similar Works during the Last 7 Years’ placed at <b>Annexure-7</b> (Vol-VIII). In addition, Bidder shall furnish the required project specific information and satisfactory</li> </ul>	



	<p>documentary evidence such as notarized copy of work order / letter of acceptance and work completion certificate to CSL in support of claim of experience. In case bidder is furnishing experience certificate of works executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.</p> <p>(ix) Works in hand / current commitments as per the proforma placed at <b>Annexure-8</b></p> <p>(x) Details of technically qualified key personnel in their employment proposed for work in the proforma titled 'List of Key Personnel for the Execution of Work' placed at <b>Annexure-9</b></p> <p>(xi) Solvency Certificate issued by the banker of the Bidder as per the proforma placed at <b>Annexure-10</b></p> <p>(xii) Duly signed "Integrity Pact" to be executed between the Bidder and CSL as per the proforma placed at <b>Annexure – 11</b></p> <p>(xiii) Duly signed &amp; sealed <b>Un-priced</b> format of 'Schedule of Prices' placed at <b>Annexure-13. Rates and figures shall not be indicated in the Unpriced format.</b> However, the respective fields for rates &amp; figures shall be indicated as '<b>Quoted</b>'.</p> <p>(xiv) 'Detailed Methodology &amp; Work Programme Schedule' as per the format placed at <b>Annexure-19.</b></p> <p>(xv) 'Special Terms &amp; Conditions' duly filled indicating bidder's compliance</p> <p>(xvi) EMD as per clause no. 7 of 'Special terms &amp; Conditions'</p> <p>(xvii) Cost of Bid document as per clause no. 5 &amp; 7 of NIT</p> <p>(xviii) Tender document including addendum / corrigendum, if any duly signed &amp; sealed on all pages as a token of acceptance of the tender terms &amp; conditions in all respects.</p> <p>(xix) Documentary evidence in support of valid GST registration and Permanent Account Number (PAN)</p> <p>(xx) Any other information required in terms of this Bid Documents.</p> <p><b><u>CLARITY OF OFFER</u></b></p> <p>Offers should be clear and unambiguous. Incomplete/ ambiguous offers are likely to be rejected. Offer should be free from overwriting. Corrections and additions, if any, must be duly attested.</p>	
4.	<p><b><u>COST OF BID DOUMENT</u></b></p> <p>Interested bidders can collect bid documents from the Infra Projects Dept office, Cochin Shipyard Ltd on payment of a non-refundable sum of Rs 1000/- towards the cost of Bid document including GST @ 12%, through Demand Draft / Banker's Cheque from any Nationalised Bank / Scheduled Bank in India drawn in favour of the Cochin Shipyard Ltd, payable at Kochi, on any working day between 1000 Hrs IST to 1600 Hrs IST from 14 Nov 2022 till the previous day of bid submission. In case, the bidder has downloaded the bid</p>	



	document from the web, the cost of bid document shall be enclosed as separate Demand Draft / Banker's Cheque / NEFT payment from any Nationalised Bank / Scheduled Bank in India, drawn in favour of CSL along with sealed cover for <b>PART-I "TECHNO-COMMERCIAL"</b> .	
5.	<p><b><u>PRE BID MEETING</u></b></p> <p>a. The official representatives of bidder is advised to attend a Pre-bid meeting which will be convened at CSL. The meeting shall be attended by techno-commercially competent senior representative(s) of the bidder duly authorized. Authorization letter will be collected at the venue of pre-bid meeting. Date of the pre-bid meeting is 24 Nov 2022 at 1030 Hrs.</p> <p>b. Bidders are expected to visit the project site and understand the site conditions prior to the pre-bid meeting. All bidders are advised to study the bid document thoroughly and come prepared for the meeting.</p> <p>c. The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage. Minutes of meeting will be prepared.</p> <p>d. Any bidder requiring a clarification of the tender document must notify CSL in writing, at least four (4) days in advance to the pre-bid date in the pre-bid questionnaire format placed at <b>Annexure-12</b> of Volume VIII. Any request for clarification in writing must be addressed to <a href="mailto:siyad.ma@cochinshipyard.in">siyad.ma@cochinshipyard.in</a> and copied to <a href="mailto:rajeev.karunakaran@cochinshipyard.in">rajeev.karunakaran@cochinshipyard.in</a> and <a href="mailto:mathews.pa@cochinshipyard.in">mathews.pa@cochinshipyard.in</a>.</p> <p>e. The compilation of all clarifications sought / queries raised during the pre-bid meeting and its replies shall be furnished to all bidders. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by CSL exclusively through the issuance of an addendum.</p> <p>f. At any time before the submission of proposals, CSL may, for any reasons, whether at CSL's own initiative or in response to a clarification requested by a bidder, modify the documents by amendment.</p> <p>g. Any modification of the tender document which may become necessary as a result of the pre-bid meeting shall be made by the Employer through the issuance of a corrigendum / addendum which shall be published in CSL website: <a href="http://www.cochinshipyard.in">www.cochinshipyard.in</a>.</p> <p>h. Any clarification in the price bid format, if required shall be</p>	



	discussed during the pre-bid meeting. A copy of the final price bid submitted with price indicated as ' <b>QUOTED</b> ' shall be submitted along with the techno commercial bid.	
6.	<p><b><u>PRICE PART SHOULD CONSIDER THE FOLLOWING AS APPLICABLE</u></b></p> <ol style="list-style-type: none"> <li>Price of Materials (steel, Aluminium sheets, pumps, pipes, valves, paint, pipe fittings, control panel, lock, fasteners, other equipments, outfitting etc.)</li> <li>Engagement of Third Party Inspection Agency (TPIA)</li> <li>Preparation of shop / fabrication drawings for approval.</li> <li>Fabrication, sub assembly, grand assembly, outfitting and painting.</li> <li>Freight costs</li> <li>Insurance Charges.</li> <li>Local transport up to Fabrication yard at Contractor's premises.</li> <li>Loading and unloading charges.</li> <li>Cost associated with the launching of gate</li> <li>Towing cost to ISRF site including approval, if any required for towing.</li> <li>Cost of arranging tug boats, divers etc during installation &amp; commissioning</li> <li>Installation, testing &amp; commissioning charges of floating gate at ISRF site.</li> <li>Taxes and duties</li> <li>Positioning of supporting equipment for installation &amp; commissioning.</li> <li>Cost of labour requirements including habitat</li> <li>Cost and arrangements of Consumables, material handling equipments, gas, water, electricity, compressed air etc at fabrication yard of contractor.</li> <li>Labour support required at ISRF site.</li> <li>Cost for concrete ballast weights.</li> <li>Cost of dredging if any required at Contractor's waterfront area prior to launching &amp; transportation</li> <li>All other requirements as per tender document which has a price implication.</li> </ol>	
7.	<p><b><u>EMD</u></b></p> <p>Bid shall be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. 6 lakhs in DD / Banker's cheque / NEFT payment receipt drawn in favour of Cochin Shipyard Ltd and payable at Cochin and shall be valid for a period of six months from the due date of opening of techno-commercial bids from any Nationalised / Scheduled Bank in India. EMD shall also be in the form of Bank Guarantee as per format at <b>Annexure- 15</b> of Volume VIII and to be enclosed in the cover: "<b>PART-I "TECHNO-COMMERCIAL"</b>". NEFT</p>	



	<p>payment shall be remitted in favour of CSL in account mentioned below:</p> <p><b>STATE BANK OF INDIA - SHIPYARD BRANCH</b>  <b>ACCOUNT No.: 10319928321</b>  <b>IFSC Code: SBIN0003229</b></p> <p>In the event of bidder withdrawing his proposal before the expiry of 60 days from the due date of tender submission, EMD shall be forfeited. If the successful bidder fails to acknowledge the order or fails to furnish the required security deposit within the specified time limits, then also EMD shall be forfeited. EMD furnished by all bidders except the successful tenderer will be released after finalisation of the tender and issuing orders and its acceptance. EMD in respect of successful bidder will be released after furnishing the necessary Performance Guarantee as per terms of order or the same shall be adjusted against value of Performance Bank guarantee (PBG) and PBG shall be furnished for the balanced amount.</p>	
8.	<p>Notwithstanding anything contained in this tender Document, CSL reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons. CSL reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. CSL reserves the right to reject any offer if:</p> <p>a) at any time, an offer misrepresentation is made or uncovered, or  b) The Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.</p>	
9.	<p>The bidder should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the bidder to keep the validity open for another 30 days for which request in writing / email / fax by DGM (Infra Projects), before the expiry of the original validity, would be intimated. The receipt of the intimation of DGM (Infra Projects) should be acknowledged. Should any bidder withdraw his tender before this period or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL, the earnest money deposited by the bidders shall be forfeited.</p>	
10.	<p>Bidders may please note that CSL will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's office for making such enquiries till finalisation of the bid. Should CSL find it necessary to seek any clarification, technical or otherwise the concerned bidder</p>	



	<p>will be duly contacted by CSL.</p> <p>Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. CSL's decision in this regard shall be final and binding on the bidder.</p>	
11.	<p>Clarifications, either technical or commercial, should be submitted to points specifically asked for only. The opportunity so given should not be used for correcting / changing / amending the data / conditions already submitted with the tender.</p>	
12.	<p>No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit / Security Deposit, if any and / or Risk Purchase as per clause 7 and 20 of Vol III.</p>	
13.	<p><b><u>TRANSPORTATION OF FLOATING GATE</u></b></p> <p>Contractor shall ensure safe and appropriate transport of the floating gate from the fabrication yard to ISRF project site. Contractor need to inform transit of floating gate to ISRF project site to CSL team in advance and the commencement of transit shall be only after obtaining necessary site clearance from CSL. All local and statutory permissions for the transportation of floating gate including permissions from police / transport / tax authorities / Customs Clearance / Port Clearance as applicable shall be ensured by the Contractor. CSL shall not be responsible for hold up of any consignment for whatsoever reason.</p> <p>The floating gate should also have Protection and Indemnity (P&amp;I) or such cover, which shall include salvage of the same, in case gate is sunk within the ISRF area or Port limits and is required to be salvaged by the Employer. The Contractor should indemnify the Employer and Port of all losses, which may occur due to blockage of channel caused by damage to or sinking or due to any such happening. Contractor shall also indemnify the Employer for any claims against the Employer or its officers arising out of any accident, failure or negligence on his part. The Employer shall not be liable for or in respect of any demand or compensation payable under Law or orders of court in respect of or in consequence of any accident, death or injury due to the above and the Contractor shall indemnify and keep the Employer indemnified against all such damages and compensation and against all claims, damages, proceedings, Costs, charges and expenses whatsoever in respect thereof and in relation thereto.</p>	
14.	<p><b><u>INSURANCE</u></b></p> <p>Contractor shall arrange insurance for the floating gate from</p>	



	<p>fabrication yard to ISRF site (warehouse to warehouse basis), insurance coverage for all operations during fabrication &amp; erection, assembly works, launching, transportation, storage, installation, testing and commissioning, insurance for erection equipment, insurance for Persons at work etc. In the event of installation &amp; commissioning works of the floating gate are getting delayed due to non-readiness of site, then the coverage period shall also be extended till the final commissioning is completed. The value of insurance shall be 110 % of the contract value. Necessary proof of the insurance coverage shall be furnished to the Employer.</p>	
15.	<p>Bidders are to carefully go through the tender document comprising of Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract, Special Terms &amp; Conditions, Particular Site Conditions and Requirements, Technical Specification, Financial Part, Drawings, Standard Forms, for which offers are called for. Queries, concerns if any regarding the tender shall be duly brought to the notice of CSL during the pre-bid meeting.</p>	
16.	<p><b><u>DUTIES AND TAXES</u></b></p> <p>Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration and Permanent Account Number (PAN).</p> <p>Any change in rate of tax (upward / downward / exemption etc) by Govt of India subsequent to submission of tender would be admissible subject to proof of such change of rate of tax provided by contractor / CSL and payment of the same.</p> <p>Income tax will be deducted from payments and Tax deduction certificate will be issued.</p>	
17.	<p>Contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought into force from time to time.</p>	
18.	<p><b><u>PAYMENT TERMS</u></b></p> <p>CSL will pay to the Contractor as per the milestones mentioned below. The payment terms indicated below will be made on the lumpsum price for the project inclusive of Taxes, duties and other levies as applicable as per rules. The contractor will be required to produce the tax paid receipts on demand.</p> <p>a) Ten (10) percent of the contract value as advance payment</p>	



	<p>against bank guarantee with validity till the delivery of floating gate at ISRF site.</p> <p>b) Five (5) percent of the contract value against bank guarantee on receipt of 30 Ton steel at Contractor's premises. Certificate to this effect duly signed by TPIA &amp; CSL / Consultant to be submitted. Validity of the BG shall be till the delivery of floating gate at ISRF site.</p> <p>c) Fifteen (15) percent of the contract value against bank guarantee when the structural steel fabrication of floating gate and its sub assembly reaches 30 tons. Certificate for the same duly signed by TPIA &amp; CSL / Consultant to be submitted. Validity of the BG shall be till the delivery of floating gate at ISRF site.</p> <p>d) Ten (10) percent of the contract value against bank guarantee when the cumulative structural steel fabrication of floating gate and its sub assemblies reaches 60 tons. Certificate for the same duly signed by TPIA &amp; CSL / Consultant to be submitted. Validity of the BG shall be till the delivery of floating gate at ISRF site.</p> <p>e) Fifteen (15) percent of the contract value against bank guarantee when the final grand assembly of floating gate is completed in all respects inclusive of fitment of pumps, valves, sliding plates, pipe lines, ballast filling etc (except completion of final coat of painting). Certificate for the same duly signed by TPIA &amp; CSL / Consultant to be submitted. Validity of the BG shall be till the delivery of floating gate at ISRF site.</p> <p>f) Twenty five (25) percent of the contract value when the floating gate after successful launching from the fabrication yard is towed and delivered at ISRF project site. Certificate to be issued by TPIA &amp; CSL / Consultant after completing the incoming inspection of the floating gate at ISRF site.</p> <p>g) Twenty (20) percent of the contract value when the floating gate is installed and successfully commissioned at ISRF project site after completing all tests &amp; acceptance and training to CSL staff. On satisfactory commissioning of the floating gate, Contractor, TPIA, CSL &amp; Consultant shall jointly sign the commissioning certificate.</p> <p><b>Note:-</b> Contractor's final bill shall be passed for payment only after payment of all CSL dues and such other charges as may be recovered from</p>	
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	the contractor.	
19.	<p><b><u>SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:</u></b></p> <p>The successful bidder will be required to furnish a Performance Security (Security Deposit) through an irrevocable Bank Guarantee (BG), enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India and which is acceptable to the EMPLOYER, as per the Proforma enclosed at Annexure- 17. The Bank Guarantee shall be for an amount of 3% of the Accepted Contract Amount and is towards satisfactory performance of the contract. BG to be submitted within 15 days from the 'contract date'. The Bank Guarantee should be initially valid till the completion of work. Extension of BG in accordance with extension of material supply schedule / work schedule is to be ensured.</p> <p>Upon completion of commissioning of the floating gate and for releasing the final stage payment by Employer, Contractor shall convert Security Deposit to Performance Guarantee (3% of the Accepted Contract Amount) and this is for the enforcement of agreed performance guarantee as per clause no. 8, 'Guarantee' mentioned in 'General Conditions of Contract'. The revalidated Bank Guarantee should cover the guarantee amount / period and a grace period of 28 days.</p>	
20.	<p><b><u>RISK PURCHASE:</u></b></p> <p>If the Contractor fails to complete the work within the stipulated timelines as mentioned at 'Completion Period' (clause 12 of GCC) or violate any of the terms and conditions of the contract, CSL shall have the following rights:</p> <ol style="list-style-type: none"> <li>To terminate the contract with 15 days notice forfeiting the security deposit.</li> <li>Encashment of bank guarantees furnished by the Contractor against various stage payments.</li> <li>Have a lien on the approved drawings &amp; other documents for contract furtherance through alternate options.</li> <li>In case the risk purchase clause to be invoked after the delivery of floating gate at ISRF site &amp; its acceptance, then CSL has the right to take over the floating gate within 15 days of termination of contract. In such case, the balance works will be carried out by appointing other agencies at the risk &amp; cost of the Contractor.</li> <li>To impose tender holiday for the contractor for an appropriate period as decided by CSL.</li> </ol>	
21.	<p><b><u>SECRECY &amp; RESTRICTION ON INFORMATION TO MEDIA</u></b></p> <p>Information in respect of the contract shall NOT be released to the media or anyone not directly involved in its execution without the</p>	



	written approval of CSL.	
22.	<p><b><u>SUB CONTRACTING AND ASSIGNMENT</u></b></p> <p>a) Contractor shall not assign nor transfer the contract nor shall any share or interest therein in any manner or degree be transferred or assigned by contractor to a third party without the 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 floating gate and its installation &amp; commissioning in accordance with the provisions of the contract.</p> <p>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 contract. 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 this contract / order.</p>	
23.	Replacement of defective items, if any, shall be arranged by Contractor all at contractor costs and risk.	
24.	<p><b><u>ARBITRATION &amp; JURISDICTION:</u></b></p> <p>(i) Any disputes arising during the currency of the contract shall, in the first instance be amicably settled by mutual discussions and negotiations with the executing officers. Failing which the issue can be taken up with the 'Grievance Redressal Committee' as mentioned at clause no. 26 below. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.</p> <p>(ii) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfilment, 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. Performance under this Contract shall however,</p>	



	<p>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. The place of Arbitration shall be Kochi, India.</p> <p>(iii) In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Cochin, Kerala only. Orders shall be governed and construed in accordance with Indian law.</p>	
25.	<p><b><u>TERMINATION &amp; LIMITATION OF LIABILITY</u></b></p> <p>This contract may be terminated upon the occurrence of any of the following events:</p> <ul style="list-style-type: none"> <li>a) By agreement in writing of the parties hereto;</li> <li>b) 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;</li> <li>c) By the Employer, if the Contractor having been given by the Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of fifteen (15) days thereafter.</li> <li>d) By the Employer, if the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 15 days from the Engineer.</li> <li>e) By the Employer, if the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer.</li> <li>f) By the Employer, if the Contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that</li> </ul>	



	<p>behalf by the Engineer.</p> <p>g) By the other party, upon either parties;</p> <ul style="list-style-type: none"> <li>— Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or</li> <li>— Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or</li> <li>— Ceasing to do business for any reason.</li> </ul> <p>h) By the Employer, in case where maximum limit of LD is reached and still the items are not delivered.</p> <p>i) By the Employer, for fraud and corruption or other unacceptable practises.</p> <p>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.</p> <p>CSL may by notice in writing to contractor terminate the order after issuing due notice i.e., 15 days notice period.</p> <p>CSL shall be entitled to compensation for the loss limited to the contract value from the Contractor.</p> <p>In case of contract termination due to Contractor's default, the following clause is applicable. All costs, damages or expenses which the Employer may have paid for which under the 'Contract' the Contractor is liable, will be claimed by the Employer from the Contractor and shall be paid by the Contractor from any money due or becoming due to the Contractor under the 'Contract' and balance if any may be recovered by actions of law or otherwise. In the event of above courses being adopted by the Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Terminated contractor shall dismantle and demobilize all plant and machinery, equipments, other temporary site establishments belonging to him from the ISRF project site within two weeks of</p>	
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	<p>termination of contract failing which Employer shall be at full liberty to take possession of those items and liquidate the same at the risk and cost of the terminated contractor.</p>													
26.	<p><b><u>GRIEVANCE REDRESSAL:</u></b></p> <p>Grievance Redressal Committee – Cochin Shipyard has constituted a Grievance Redressal Committee as an alternate mechanism for the redressal of grievances in all contracts for purchase of goods and services, where the value is above Rs. 100 Lakhs. 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.</p> <p>Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between CSL and the Contractor. Any grievance in connection with the work / Contract can be first addressed to the Grievance Redressal Committee of Cochin Shipyard Ltd. All representations to the Grievance Redressal Committee should be submitted to the Nodal Officer, Company Secretary, Cochin Shipyard Limited, Kochi in the specified format (<b>Annexure-18</b> of volume VIII).</p> <p><b><u>Presently the committee is constituted as follows:-</u></b></p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Name</th><th>Designation</th></tr> </thead> <tbody> <tr> <td>1</td><td>Ms. Anjana K R</td><td>General Manager (Design)</td></tr> <tr> <td>2</td><td>Mr. Shibu John</td><td>General Manager (Finance)</td></tr> <tr> <td>3</td><td>Ms. Bindu Krishna</td><td>Assistant General Manager (Legal)</td></tr> </tbody> </table> <p>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.</p>	Sl. No.	Name	Designation	1	Ms. Anjana K R	General Manager (Design)	2	Mr. Shibu John	General Manager (Finance)	3	Ms. Bindu Krishna	Assistant General Manager (Legal)	
Sl. No.	Name	Designation												
1	Ms. Anjana K R	General Manager (Design)												
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27.	<p><b><u>FORCE MAJEURE</u></b></p> <p>27.1 "Force Majeure" means an exceptional event or circumstance:</p> <ol style="list-style-type: none"> <li>which is beyond a Party's control,</li> <li>which such Party could not reasonably have provided against before entering into the Contract,</li> <li>which, having arisen, such Party could not reasonably have avoided or overcome, and</li> <li>which is not substantially attributable to the other Party.</li> </ol> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ol style="list-style-type: none"> <li>War, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> </ol>													



	<p>ii) Rebellion, terrorism, epidemic, pandemic, revolution, insurrection, military or usurped power, or civil war,</p> <p>iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors,</p> <p>iv) Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>v) Natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.</p> <p>vi) Acts of any Govt., domestic or foreign, including but not limited to war, lockdown, quarantines, embargoes etc.</p> <p><b>27.2 <u>Notice of Force Majeure:</u></b> If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, (or should have become aware), of the relevant event or circumstance constituting Force Majeure with all documentary evidence. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p> <p><b>27.3 <u>Duty to Minimize Delay:</u></b> Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p> <p><b>27.4 <u>Consequences of Force Majeure:</u></b> If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under clause [Notice of Force Majeure], and suffers delay by reason of such Force Majeure, the Contractor shall be entitled for an extension of time for any such delay, if completion is or will be delayed. However, only extension of time shall be granted and no additional cost on account of Force majeure is admissible.</p>	
28.	Risk / responsibility of floating gate during fabrication at yard, towage to ISRF site, and during installation & commissioning shall be to	



	contractor's account.	
29.	<p><b><u>INDEMNITY</u></b></p> <p>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 Contractor and against all costs and damages, which we may incur in any action for such infringement or for which we become liable in any such action.</p>	
30.	<p><b><u>INTELLECTUAL PROPERTY RIGHTS</u></b></p> <p>On award of contract, contractor shall grant CSL a right to use ownership of design / material, to the extent they are incorporated in the order terms.</p>	
31.	<p><b><u>SUSPENSION OF WORK</u></b></p> <p>The Employer reserve the right to suspend and reinstate execution of the whole or any part of the work for such time, and in such manner, as the Engineer may consider necessary without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the work will be issued by the Employer to the Contractor in writing. Contractor shall during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer / Consultant.</p> <p>The time for completion of the work will be extended for a period equal to duration of the suspension and no financial compensation shall be paid for the above suspension. For the purpose of assessing delay due to suspension, fraction of a day shall be treated as full day. If the delay due to suspension of work at any instance exceeds 7 days in a stretch, then extension of time to the tune of actual period of suspension plus 25% (twenty five percent) shall be granted. Contractor shall not be entitled for idle labour, plant &amp; machinery charges on this account.</p> <p>The Contractor shall not be entitled for extension of time if the suspension or delay is due to some default on the part of the Contractor or his subcontractor or any agencies outside the control of the Owner.</p>	
32.	<p><b><u>LIABILITY FOR DAMAGE TO SYSTEMS OR WORKS</u></b></p> <p>The Contractor shall be responsible for all risks to the materials, works &amp; equipments and for trespass and shall make good, at his own expense, all loss or damage to the works themselves or to any other property of the Employer or the lives, persons and property of others from whatsoever cause in connection with works until they are taken over by the Employer.</p>	
33.	<p><b><u>ERECTION &amp; COMMISSIONING SPARES</u></b></p> <p>It shall be the responsibility of the Contractor to maintain adequate</p>	



	<p>items in sufficient number, as erection &amp; commissioning spares to ensure that erection &amp; commissioning works do not hamper for want of spares. These spares shall be the property of the contractor. Contractor will be allowed to take back all the left over unused erection &amp; commissioning spares after the commissioning of floating gate is over.</p>	
34.	<p><b><u>DIVING WORK</u></b></p> <p>All diving work shall be carried out in accordance with the requirements of Statutory Authorities. Diving experts shall have valid registrations &amp; permits. If divers are employed, the Contractor shall arrange for competent linemen to be in attendance at all times during the diving operations. Before any diving is undertaken, the Contractor shall supply the Engineer with two copies of the Diving Code prominently displayed on the craft or structure from which the diving operations take place. Complete diving equipment and a standby diver must be ready for use whenever operations by a single diver are in progress.</p>	
35.	<p><b><u>LIST OF APPROVED MAKES</u></b></p> <p>List of approved makes for use is mentioned in the technical specification. It will be deemed that the Contractor has priced the respective items on the basis of the approved makes.</p> <p>Where a particular brand or make is specified in Technical specification, such brand or make of material shall only be used in the works.</p> <p>Whenever equivalent is specified in the list of approved makes, permission for use of equivalent make shall be subject to Contractor submitting proof of non-availability by way of valid regret letters from the makes listed along with the comparison table of properties of proposed make w.r.t specified make. Also, contractor shall submit sample of equivalent material along with test certificates and other documentary evidences to Consultant for approval. Decision of Engineer on approving equivalent makes shall be final and binding on the Contractor.</p>	
36.	<p><b><u>PRICE BID</u></b></p> <p>The price bid shall be submitted as per the format placed at <b>Annexure-13</b> titled 'Schedule of Prices'.</p>	
37.	<p><b><u>PROGRESS REPORT</u></b></p> <p>The Contractor shall submit comprehensive monthly progress reports with detailed schedules showing the volume and percentages of works executed, materials procurement status, works to be executed in the following month, photographs of works in progress etc. The report shall be submitted to CSL not later than 5<sup>th</sup> of every month.</p>	



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**VOLUME IV**

**Particular Site Conditions and Requirements**

**COCHIN SHIPYARD LTD**

**COCHIN – 682 015**

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Fax: +91-484-2370897

**11 Nov 2022**



## Contents of Tender Documents

Volume I Instructions to Bidders

Volume II General Conditions of Contract

Volume III Special Terms & Conditions

**Volume IV Particular Site Conditions and Requirements**

Volume V Technical Specification

Volume VI Financial Part

Volume VII Drawings

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## **PARTICULAR SITE CONDITIONS AND REQUIREMENTS**

### **1. Safety, Health and Welfare; Protection, Life-Saving Etc.**

- 1.1 The Contractor shall fully comply with all relevant Indian health and safety legislation in force at the date of tender submission.
- 1.2 The Contractor shall fully comply with the regulations of the Statutory Authorities in respect of safety, health and welfare requirements.
- 1.3 The Contractor shall fully comply with the General Safety Rules promulgated by CSL.
- 1.4 The Contractor shall adhere to safe construction practices and guard against hazardous and unsafe working conditions.
- 1.5 The Contractor shall give prompt and due consideration to any matters to which CSL may find it necessary to call attention, for the purpose of ensuring compliance with the foregoing requirements.
- 1.6 The Contractor shall provide handrails, scaffolding, and take such other safety precautions as are consistent with normal good safety practice. Required warning sign shall be displayed at relevant locations.
- 1.7 Site operatives shall be fully conversant with the use of safety equipment.
- 1.8 The Contractor shall provide all necessary authentic personal protective equipment (PPE) to his workforce. This shall include, but shall not be limited to; safety boots, safety helmet, gloves, life jackets, eye protection, ear defenders, high visibility vests, harnesses etc.
- 1.9 All safety rules shall be complied while working on live electrical system or installation as stipulated in the Indian Electricity Rules, Central Electricity Authority Rules & Regulations and as per CSL standards. Work permits shall be obtained in this regard from CSL during installation & commissioning wherever electrical shut down is required.
- 1.10 The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his personnel.
- 1.11 While working at the ISRF project site, all personnel employed by the Contractor and any of his sub-contractor's shall carry an identity card which shall be clearly visible at all times on the Site.
- 1.12 The Contractor shall maintain at his own cost to the satisfaction of CSL, first-aid facilities on site sufficient to deal with minor injuries, cuts and abrasions. Such facilities shall be available for use during the entire working hours. Where injuries are more serious the contractor shall liaise with the Local Authorities to provide hospital or other medical attention. The safety of the employees engaged by the contractor within ISRF project site rests with the Contractor including their insurance coverage and associated claims like accidents, etc and CSL shall not be responsible in any manner for such claims.
- 1.13 In the event of any casualty or accident occurring at the site during execution of the works, the Contractor shall comply with all existing legal obligations requiring Contractor to give



notice of the casualty or accident to any person or persons and shall notify CSL of any such occurrence.

- 1.14 Contractors shall ensure release of payments to all personnel deployed by them for the project as per government rules and CSL Guidelines.

## **2. Fire-Fighting Equipment and Storage of Dangerous Materials**

- 2.1 Suitable fire-fighting equipment shall be provided and maintained at the ISRF site to the satisfaction of Safety Officer of CSL as per standard rules to deal with any outbreaks of fire on the site of the Works.
- 2.2 All possible precautions shall be taken to provide for the safe storage of petroleum, gas bottles, or other dangerous materials, if any. Permits shall be obtained for the storage of such materials wherever this is required by the regulations of the relevant authorities and for providing the level of security required for storage and for arranging for the safe delivery to site of such materials.
- 2.3 The Contractor shall observe and abide by all fire and safety regulations of the CSL before starting and during execution of construction work.

## **3. Advance Notification of All Operations**

- 3.1 In addition to his general obligations under the Contract, full and complete notice shall be given by the Contractor of all operations to be carried out at the ISRF project site. Such notice shall be provided in sufficient time for CSL / Consultant to make all necessary arrangements for inspection and checking. Such inspection and checking shall not relieve in any way the obligations of the Contractor under the Contract. Work on holidays / Sundays / off-working hours planned by contractor is to be intimated to CSL at least one day in advance.

## **4. Regulations of Statutory Authorities and Customs**

- 4.1 Contractor shall understand and comply the following Indian Acts / Rules scrupulously and CSL hereby firmly and solemnly informs and declare that any noncompliance or issue comes in this connection or as a dispute on these Acts / Rules is fully under the risk and cost of Contractor during the entire period of this project either at floating gate manufacturers works or at ISRF site or during transportation and CSL is no way responsible or at risk. Relevant Act / Rules are:
- a) Contract Labour (Regulation and Abolition Act)
  - b) Employees Compensation Act.
  - c) ESI Act
  - d) EPF Act
  - e) Minimum Wages Act
  - f) Payment of Gratuity act.
  - g) Any other acts / rules / norms stipulated by Govt. Authority during the period of contract.

## **5. Works Not To Interfere With Other Construction Activities and Relationship with Other Contractors at ISRF site**

- 5.1 The Contractor shall neither interfere nor cause any hindrance to other contractors / their sub-contractors carrying out civil, mechanical & electrical works of ISRF project. The Contractor, shall co-operate, by temporarily removing any of his equipment, obstructions, etc. which may cause hindrance to other works as per the direction of Engineer.



- 5.2 The Contractor shall afford all reasonable co-operation to other Contractors carrying out other works at ISRF site. This will include allowing other Contractors all reasonable access required to perform their work and conferring with them regarding connections and interfaces (if any).

## **6. Site Clearance, Make Good Etc. On Completion**

- 6.1 The Contractor shall on completion of the Works at contractor's own expense restore, reinstate or make good the surfaces of all ground disturbed or damaged by his operations; remove any rubbish etc. and leave the site clean and tidy to the satisfaction of CSL. Work area and specific site shall be cleared daily or regularly so as to avoid any sort of dangerous conditions.
- 6.2 A hindrance register shall be meticulously maintained by contractor duly signed by CSL official as a reason of hindrance to site clearance.

## **7. Progress Review Meetings**

- 7.1 During site work, the Contractor shall appraise the work duly to CSL and have to attend progress meetings on site, weekly unless otherwise approved by CSL, to report on progress and to discuss any issues with CSL. A designated officer who is in charge of the project and authorized to take decision shall attend the meeting. Suggestion of improvements / instructions of CSL within the scope of project shall be implemented by the contractor duly.

## **8. CSL - HSE GUIDELINES**

- 8.1 No person above 60 years shall be permitted entry into the ISRF project site for any work except otherwise specially permitted by CSL.
- 8.2 Smoking is strictly prohibited.
- 8.3 Unauthorized use of cameras and mobile phones in the project area is forbidden.
- 8.4 The use or possession or influence of non-prescription drugs, alcohol and the abuse of substances is strictly prohibited in ISRF project site.
- 8.5 Fishing is not permitted in the yard.
- 8.6 Everyone should observe and obey regulatory signs.
- 8.7 Usage of Safety Helmet with chin strap, safety shoe and cotton working dress are compulsory at ISRF work site. Suitable PPEs (Personal Protective Equipments) are to be used.
- 8.8 Risk assessment of non routine works to be done and control measures identified before commencement of work. This shall be approved by CSL Safety officer In-charge / Consultant. These control measures are to be communicated to the workers.
- 8.9 Workers and supervisors engaged in the works shall be competent.
- 8.10 Briefing of HSE points related to the day activities is to be carried out by the supervisor in-charge.



- 8.11 People to be engaged in activities preferable in group only. In case a person has to work alone, the same shall be known to at least two persons who are working nearby.
- 8.12 Using Paint tin, oil drums etc as working platform is strictly prohibited.
- 8.13 Don't store thinners in beverage bottles.
- 8.14 Adequate precautions should be taken during welding or gas cutting against situations such as electric shocks, burns, fumes, explosion and arc eyes.
- 8.15 When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks of hot metal slag falling out to the people or to the flammable material below / nearby and suitable barricade to be done at the ground.
- 8.16 Never use Oxygen for ventilation purpose.
- 8.17 It is to be ensured that fuel gas (Oxygen, Acetylene, LPG), Compressed air valves must be closed before leaving the work space.
- 8.18 Fuel gas (Oxygen, Acetylene) lines to be taken out from the confine space when you are leaving for break.
- 8.19 Ensure that no hot work should be carried out in the presence of hydrocarbon fumes.
- 8.20 Arc welding equipments should be properly earthed.
- 8.21 Ensure that ELCB is fitted on all Welding Machines or the same to be tapped from switchboards with ELCB protection.
- 8.22 Ensure cables used for all electrical equipments / tools with sufficient current carrying capacity.
- 8.23 Electrical hand tools used in CSL is of double insulated type.
- 8.24 Voltage Reducing Devices (VRD) (Safety relay) must be fitted on AC welding Machines.
- 8.25 Never Bypass Safety Relay on AC welding machines.
- 8.26 Electrical extension switch boards are in metallic construction with ELCB & MCB. Only industrial type plug and socket to be used.
- 8.27 Only authorized persons are allowed to operate any machine / equipment / Switch boards. Unauthorized operation of any switch gear is strictly prohibited.
- 8.28 Never tamper with machine guards.
- 8.29 Ensured that all portable equipments, welding transformers / rectifiers must be switched off after use.
- 8.30 Good quality welding cables, cutting hoses and hand tools must be used in the yard.
- 8.31 Works to be performed only on certified scaffolding (Hand rails, planks without gap, access to working platform). All working platform having 2m and above shall be certified by safety personal.



- 8.32 Always wear full body harness while working at height (eg. While working on scaffolding). The anchor points of harness should be strong enough.
- 8.33 While it is liable to fall into water bodies, floating vest are to be worn.
- 8.34 Height of handrail should be of 90 cm with intermediate railing of 45 cm, wherever protective hand rails are provided for fall protection.
- 8.35 All lifting tools and & tackles, pressure vessels including blasting hoppers to be tested every year by competent person and obtained valid test certificate. Ensured that items that are defect free and in good condition are used.
- 8.36 Any situation affecting the safety of an employee or his fellow employees shall be immediately brought to the notice of site supervisor or reported to CSL Safety Officer.
- 8.37 Standing under suspended loads is dangerous and shall be avoided.
- 8.38 Any kind of Gas cylinders (empty/full) should be secured in upright position and away from direct sunlight.
- 8.39 Air hoses, welding cables, fuel hoses, electric cables etc should not be allowed to lie across walkways etc.
- 8.40 Inflammable liquids must be handled in safe cans or containers approved by CSL and shall be stored in space having good ventilation and acceptable to CSL. All such containers must be clearly labeled and warnings exhibited visibly.
- 8.41 Rescue operations done only by authorized person. If there is life threat observed, anybody can clear the threat and wait for authorized rescue persons for further actions.
- 8.42 Everybody should be responsible for housekeeping at their work site.
- 8.43 Avoid activity/action that leads to air / water / soil pollution.
- 8.44 A responsible safety In-charge is to be designated by the firm for the activities. The details of the safety In-charge shall be communicated to CSL. He/she shall take a lead to ensure safe work environment for their work sites in consultation with CSL & Consultant.
- 8.45 CSL reserves its right to suspend work in the event of the contractor not complying with the HSE guide lines with regarding to HSE practices for which no claim of any kind will be entertained.
- 8.46 Any kind of emergency (Fire / Rescue / Personal Injury / Property damage) to be reported to CSL fire control room which is manned 24 hrs.



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**Volume V**

**Technical Specification**

**Cochin Shipyard LTD**

**COCHIN – 682 015**

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11 Nov 2022



## **Contents of Tender Documents**

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## 1. General Information

### 1.1 General

1.1.1 International Ship Repair Facility (ISRF) of Cochin Shipyard Limited (CSL) is located in the premises of Cochin Port which is one of the 13 major ports in India. It is an all-weather port located in the State of Kerala on the west coast of India within the Cochin lagoon, which has natural protection from the sea by the headlands of Fort Cochin and Vypeen. The entrance to the Port is through the sea outlet between the peninsular headland of Vypeen and Fort Cochin, popularly known as the “Cochin Gut”.

1.1.2 CSL is a premier Ship Building & Ship Repair company incorporated in the year 1972 and comes under the Ministry of Ports, Shipping & Waterways (MoPSW). CSL had signed an agreement with Cochin Port Authority (CoPA) for setting up of International Ship Repair Facility at the premises of Cochin Port Authority at Willingdon Island. CoPA has handed over its existing repair facilities along with 17 hectares of land area and 15 hectares of marine area having 850 m of water frontage to CSL on lease basis for 30 years.

Cochin lies on the southwest coast of India in the state of Kerala. The project site is located at the eastern side of the Mattancherry channel, Willingdon Island, in the territory of Cochin Port Authority. The geographic location of the ISRF is (Google earth, 2014):

- Geographic latitude (north) 9°56'37.64" N
- Geographic longitude (east) 76°16'3.22" E

The ISRF (International Ship Repair Facility) project includes a modern ship lift for lifting and launching ships for repair work. The ship repair will be performed at six work ISRF location stations (four permanent and two temporary) as well as on two jetties. All transport operations of ships from and to the ship lift are carried out by a rail mounted ship transfer system.

### 1.2 Location

The present approach channel comprises an outer channel and two inner channels the Ernakulam Channel including ICTT Basin and Mattancherry Channel.

Outer channel starting from No.10 buoy (0.00 Chainage) and towards sea up to - 17.40 m contour (about 13.0 km long), maintained for a varying width of 286 / 260 m and dredge level of -15.95 / -16.70 / -17.40 m CD from the harbour entrance towards channel mouth.

The portion of Ernakulam channel starting from No. 10 buoy (0.00 Chainage) and leading and reaching up to the eastern end of basin in front of the International Container Transhipment Terminal is maintained for a depth of -15.95 m CD.

On the northern side of Ernakulam Channel, adjacent to the entrance, in the Port area at Vallarpadam Island, the International Container Transhipment Terminal (ICTT) has been constructed through a Build, Operate & Transfer (BOT) License Agreement entered into with India Gateway Terminal Private Ltd., a subsidiary of Dubai Ports World, by the Cochin Port Authority. As per the terms of this agreement, Cochin Port Authority is obliged to provide depth of -15.95 m CD in the basin in front of terminal as required for a 14.50 m draft container vessel.



Beyond the portion mentioned above, Ernakulam Channel up to the southern end of Cochin Oil Terminal (COT) and Rajiv Gandhi Container Terminal (RGCT), is maintained for a depth of -13.20 m CD. The width of the channel varies from 200 m to 500 m and the portion of Ernakulam channel in front of Q5 to Q7 berths, is maintained for a depth of -11.00 m CD.

The portion of Ernakulam channel in front of Fertilizer Berth and in front of North Tanker Berth (NTB) and South Tanker Berth (STB), is maintained for a depth of - 11m CD and -9.75 m CD respectively.

Mattancherry channel taking off from the southern side of Ernakulam Channel and reaching up to the interface line of Q2 / Q1 berth of Mattancherry Wharf, is maintained for a depth of -9.75 m CD.

CoPA further will be maintaining the common user channel at a depth not less than 6 m up to UTL Jetty. Distance between UTL Jetty and ISRF project area is approximately 200 m. Dredging of this area to the extent of floating gate transportation will be carried out by CSL. Contractor shall inform at least one month in advance so that CSL can timely complete the dredging works prior to the mobilization of floating gate at ISRF site.

Dredging works, if any required at Contractor's waterfront area prior to the launching of floating gate and transportation are not part of CSL scope and therefore included in the scope of Contractor at their cost.

Due to the geographic location of Willingdon Island, siltation has to be considered as a natural phenomenon.

It is expected that maximum siltation takes place during the south-west monsoon (June to September).

### **1.3 General Description of Floating Gate Works**

1.3.1 The entrance gate into the shipyard basin is designed as a floating gate to prevent the shipyard basin from siltation. The floating gate works consists of the following main components:

- Floating gate including pumps, valves, distribution pipes, mooring devices, etc.
- Control panel to be installed at the floating gate support structure including connection cables from the panel to the floating gate
- Flexible connection pipe for compressed air between the floating gate support structure and floating gate

## **2. Site Information**

### **2.1 General**

2.1.1 The whole coastal area is characterized by formation of the coastal landforms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays, clays and carbonaceous clays.

2.1.2 The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5.00 m CD at a distance of about 2 km from the shore and gradually deepening to 10 m at a distance of about 6 km outside the Gut. The sea bottom is mainly soft mud up to several meters deep in the near shore waters of Cochin.



- 2.1.3 The siltation in the Cochin Harbour area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the outer channel is mainly due to the phenomena of littoral drift. It is expected that maximum siltation takes place during the south-west monsoon (June to September).

## **2.2 Aviation Restriction**

- 2.2.1 Due to the location of an airport adjacent to the Cochin Shipyard premises, the according aviation restriction has to be considered by the Contractor for the execution of the Works and equipment considered for.
- 2.2.2 ISRF area is overlapped by an air corridor of a naval airport. The height for vessels and cranes is therefore restricted. In case height restrictions cannot be kept, the Contractor has to consult with the Navy and to obtain the required permits and approvals. In this case aviation obstruction lights have to be used as it is already practiced by the shipyard.
- 2.2.3 The project site is located at the eastern side of the Mattancherry Channel, Willingdon Island, in the territory of Cochin Port Authority. Due to the presence of Cochin Fisheries Harbour near the site premises, suitable safety mitigations measures such as silt curtains, navigation light, hazard light etc. shall be ensured by the Contractor during tenure of contract.

## **2.3 Bathymetry and Seabed Features**

- 2.3.1 The coast experiences the littoral drift as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastal region.
- 2.3.2 Bar formation at the entry of the port is a natural phenomenon and it takes place during the southwest monsoon season. Hence, annual dredging is to be resorted to in order to keep the necessary depths and widths in the navigational channel. Littoral drift takes place during both the SW & NE monsoons as a result of which the channel experiences siltation. This effect gets compounded when material from the mud banks find its way to the entrance channel during the flood tides.
- 2.3.3 Contractor, if they so desires is free to conduct hydrographic survey at his own cost with prior permission of the Employer.

## **2.4 Oil Spillage**

- 2.4.1 Oil spill to waters is not permitted. if any oil spillage happens, then the Contractor should provide oil spill response mechanism at his own cost.

## **2.5 Diving**

- 2.5.1 Should any diving work be carried out during the Contract, this shall be carried out after getting approval from the Engineer. The cost of this diving works will be borne by the Contractor.



### **3. Meteorological Data**

#### **3.1 Wind**

- 3.1.1 The wind speed and wind direction are determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the SW monsoon period i.e., from June to September, is west to South-West and the effect of land breeze is not dominant during this period.
- 3.1.2 During the non-monsoon periods, the predominant wind direction is from North-East during the morning and West during the evening, which shows influence of land breeze.
- 3.1.3 The maximum wind speed observed in Cochin Port Authority is of the order of 112 kmph from WSW direction.

#### **3.2 Cyclonic Storms and Depressions**

- 3.2.1 Cochin lies beyond the major cyclone belt and therefore the risk of major cyclone is negligible. But there can be effect of minor cyclones.

#### **3.3 Air Temperature**

- 3.3.1 Temperature at Cochin varies from about 23° to 35° C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperatures tend to occur in the months of March to May. The low temperature occurs during December and January.

#### **3.4 Relative Humidity**

- 3.4.1 The humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95 to 100%. From October to January, it comes down to 50 to 70%. During summer months of February to May average humidity is about 60%.

#### **3.5 Rainfall**

- 3.5.1 The maximum rainfall usually occurs during the SW monsoon period i.e., from June to September. The annual rainfall in the region varies between 2,500 to 3,500 mm.

#### **3.6 Visibility**

- 3.6.1 The visibility in the area is excellent, except for few days during monsoon.

### **4. Oceanographic Information**

#### **4.1 Waves**

- 4.1.1 The deep-water wave climate is governed by the South-West monsoon when wave action can be strong with prevailing wave direction from North-West to South-West. Deep water (15m depth) wave observation in the past indicates the significant wave heights of 4 m, 2 m and 1 m at water depths of 10 m, 5 m and 2 m respectively, the predominant wave direction being West.



- 4.1.2 Wave action inside the harbour is insignificant because of narrow entrance between Vypeen Gut and Fort Cochin and the configuration of the land. Generally calm conditions prevail in the harbour basin throughout the year except during the times of extreme wind action.

## **4.2 Tides**

- 4.2.1 Cochin experiences semi diurnal tides. The tidal levels as per Naval Hydrographic Chart No.2004 to Chart Datum (CD) are:

• Highest High Water Level	+1.41m
• Mean Highest High Water Level (MHHWL)	+1.20m
• Mean Lower High Water Level (MLHWL)	+0.80m
• Mean Sea Level (MSL)	+0.582m
• Mean Higher Low Water Level (MHLWL)	+0.60m
• Mean Lower Low Water Neap (MLLWL)	+0.30m
• Chart Datum	0.00 m CD

## **4.3 Currents**

- 4.3.1 The currents along the coast of Cochin consists of tide, wave and wind induced components.
- 4.3.2 The tidal flow inside harbour basin, towards south bifurcates and flows around Willingdon Island giving rise to maximum current velocities both in Ernakulam and Mattancherry channels but their magnitude is different at different locations inside harbour. In the shallow natural channels on the northern side, velocities are low. While velocities during dry season follow a definite pattern, monsoon brings in large amount of fresh water and this gives rise to highly stratified conditions in the navigation channels. The distinct saline wedge which intrudes into channel was shown to exhibit sharp reversal of velocities. As can be expected, peak velocities occur at the Cochin Gut. As per observations, the maximum current velocities at the Cochin Gut during the non-monsoon periods are of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during monsoon were observed at the bottom due to density currents.



## **5. Navigation**

### **5.1 General Requirements**

- 5.1.1 The ISRF basin will be partially in use for ship repair operations of the Employer and by other contractors engaged by the Employer and it shall be kept free from the equipment related to the operations till specifically authorized by the Engineer.

### **5.2 Minimum Interference with Navigation**

- 5.2.1 The number of ship movement in the channel is more than 200 per month. Throughout the Contract period, the Contractor shall ensure that the Works is carried out without causing any obstruction to or interference with the normal traffic in the harbour. The Contractor's craft and personnel shall, at all times, adhere to the established rules of the Employer and comply with any direction in respect of navigation in the harbour that may be issued from time to time by Cochin Port Authority. The Contractor shall also conform in every way, to the Employer's requirements in respect of marking, lighting and watching any structure, craft or equipment deployed in the execution of Contract. It is the sole responsibility of the Contractor to maintain the channel free for navigation during the entire period of Contract irrespective of the time / period in the year during which the dredging operations have to be carried out.

### **5.3 Navigation Requirement**

- 5.3.1 Works shall be organized so that Plant is so positioned as to allow the normal ship repair operations of the Employer, operations of other contractors engaged by the employer and passage of vessels by the Cochin Port Authority.
- 5.3.2 Navigation signals, lights and warning markers shall be provided and maintained by the Contractor on his floating plant, anchors, if required and any other equipment placed by the Contractor to the satisfaction of the Harbour Master of the Cochin Port Authority.
- 5.3.3 The Contractor shall prior to the establishment of Plant on Site notify the Employer of his proposed programme and methods. The Contractor shall be responsible for providing the Employer with details of any changes to the programme and methods approved by the Consultant.

## **6. Plant and Equipment**

- 6.1.1 The Contractor shall arrange, mobilize and provide, all Plant, equipment and accessories for the execution of the works and all connected works and demobilize the same on completion of the Work. No separate mobilization and demobilization charges will be paid to the Contractor for the Plant and equipment deployed by him for the satisfactory completion of the Work detailed in the Contract Work. The rate quoted for the Works will squarely and totally include all the charges to be paid to the Contractor by the Employer. The Contractor shall not change the type, number, size and make of equipment indicated in the Contract without written approval of the Engineer. If any equipment/plant goes out of order, the Contractor should arrange for replacement of the same with an equivalent capacity. This shall not relieve Contractor from obligations under other clauses of Contract. No additional cost and time will be allowed.



## **7. Floating Gate**

### **7.1 General**

- 7.1.1 The work covered by this Subsection includes the supply of all other materials and the provision of all labour, plant, equipment, temporary work, installation, testing, completion and commissioning of the floating gate in accordance with the Drawings, these Specifications and instructions from the Engineer & Consultant. The work also includes engaging Third-Party Inspection Agency (TPIA) at Contractor's cost during the period of fabrication, installation & commissioning as per the scope detailed at Section 10.
- 7.1.2 The Contractor shall be responsible for the horizontally and vertically detailed alignment of the floating gate including all components, the preparation of detailed installation drawings and supply, installation and commissioning of all components.
- Refer the 'Remark' mentioned in Drawing no. TD-02-FG-101 – Floating Gate Overview & Drawing no. TD-02-FG-200 – Floating Gate Details for clarity regarding the scope of work between Floating Gate Contractor and Construction Contractor for the sheet pile wall & floating gate system intended to protect siltation into the ISRF basin.
- 7.1.3 The Contractor shall submit all necessary shop drawings with supporting documentation to the Engineer for obtaining approval from the Consultant.
- 7.1.4 The floating gate shall be manufactured in any established fabrication facility (equipped with dry dock / floating dock / slipway / inflatable air bags for launching, etc.) and after completion to be towed to the Site. The draught levels required at the ISRF project Site to enable towing of the gate structure need to be informed to the Employer in advance.

### **7.2 Steel Main Structure of Floating Gate**

- 7.2.1 The floating gate main structure consists of crosswise welded steel pipes of different diameter.
- 7.2.2 The main gate structure material shall be steel E 250 BR (killed) according IS 2062.
- 7.2.3 Steel works shall be executed according to Section 8.
- 7.2.4 All outer surfaces of the floating gate main structure shall be preserved as per Type I, Subsection 9.4.
- Additionally, the inner surfaces of the floating body pipe as well as the related vertical pipes (pump installation and maintenance pipes) shall be preserved as per Type I, Subsection 9.4.
- 7.2.5 The aluminium sheets shall be preserved as per Type II, Subsection 9.4.
- 7.2.6 The aluminium sheet shall be mounted onto the floating gate main structure by using stainless steel / HDPE washers and HDPE pipes to avoid contact (galvanic) corrosion.
- 7.2.7 The bottom pipe shall be filled with self-compacting, self-levelling concrete of nominal mix of 1: 1.5: 3. The finished concrete weight has to be at least 24 kN/m<sup>3</sup>. Cement used shall conform to IS 269:2015 or IS 1489 or IS 455. Special care must be taken by the Contractor to restrict the concrete level as specified in the drawing. Method proposed for the bottom pipe concreting works shall be included under the method statement and got approved from the Employer prior to commencement of works.
- 7.2.8 The floating body of the floating gate has to be tested for an inner pressure of 4 bar.



## 7.3 Mechanical Works

### 7.3.1 Dewatering Pumps

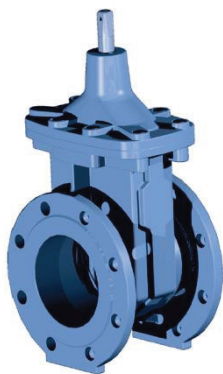
- i. Three (03) dewatering pumps have to be installed at three vertical pipes of the floating gate.
- ii. The pumps have to be connected by a flexible pipe to the outlet device to be installed at the top of the vertical pipe of the floating gate.
- iii. The pumps have to be equipped with a chain for lifting and lowering of the pumps in the vertical pipe, the end of the chain have to be fixed at the top of the vertical pipe.
- iv. The dewatering pumps the following minimum requirements have to be fulfilled:
  - Minimum flow rate: 120 m<sup>3</sup>/h
  - Minimum pumping height: 10 m
  - Input Electrical supply: 415 V / 50 Hz
  - Overload thermal switches embedded in Stator Winding
  - Materials for pump, impeller, shaft, casing, strainer etc. have to be seawater resistance
  - The maximum opening for the pump installation is 700 m in diameter



Example picture of dewatering pump

### 7.3.2 Sluice Valves

- i. The valve shall be in accordance with DIN EN 1171, GR14, PN10, DN 300 or IS 14846.
- ii. The following minimum requirements have to be fulfilled:
  - Inner diameter: 300 mm
  - Max. face-to-face length: 300 mm
  - Flanges: in accordance selected standard
  - Pressure class: 10 bar (PN10)
  - Opening and closing has to be operated from the top of the floating gate by hand wheel
  - Materials: seawater resistance



Example picture of valve

### 7.3.3 Pipes

- i. The pipe material shall be Grade B according to ASTM 106.
- ii. The pipes including mounting and fixing steel parts shall be preserved as per Type I, Subsection 9.4.
- iii. The following minimum requirements have to be fulfilled for the pipes:
  - Pipes for electrical installation: 50 NB
  - Ventilation pipes: 100 NB
  - Outlet pipe and 90° elbow: 150 NB
  - Filling distribution: 300 NB
  - Pressure class (pipes and flexible hoses): 10 bar (PN10)
  - Flanges: in accordance selected standard
  - Flexible hoses shall be stainless steel according to BS 6501 Part 1 and ISO 10380
  - Flexible hose between pump and outlet 150 NB

## 7.4 Compressed Air System

### 7.4.1 The compressed air system consists of the following components:

- i. Flexible pipe connection between floating gate support structure valve connection point and floating gate valves including quick release coupling at both ends
- ii. Distribution pipe system installed at the floating gate including 02 (two) valves at the floating gate and nozzles

### 7.4.2 Valves / Nozzle

- i. Isolation valves 80 NB with a pressure class 10 bar (PN10)
- ii. Brass nozzles creating a full cone at an angle of 45 degree.



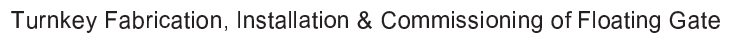
### 7.4.3 Pipes

- i. The pipe material shall be Grade B according to ASTM 106.
- ii. Pipes have to be fixed onto the floating gate with seawater resistance pipe clamps.
- iii. The pipes mounting and fixing steel parts shall be preserved as per Type I, Subsection 9.4.
- iv. The following minimum requirements have to be fulfilled for the pipes:
  - Distribution pipes: 80 NB
  - Pressure class: 16 bar (PN16)
  - Flexible hoses shall be stainless steel according to BS 6501 Part 1 and ISO 10380
  - Flexible hose connection with quick release coupling (compressed air): 80 NB
- v. The Contractor has to fix the female part of the quick release coupling to the compressed air line (pipe) to be laid by the CME contractor.

## 7.5 Electrical Works

### 7.5.1 Control panel

- i. A control panel for the control of the pumps described under Subsection 7.3.1 and located at the floating gate support structure shall be installed.
- ii. The following minimum requirements have to be fulfilled:
  - Protection class: IP 66
  - Input electrical supply: 415 V / 50 Hz (3P+N)
  - Voltage tolerance: +/-10%
  - Frequency tolerance +/-3%
  - Support frame or stand shall be included
- iii. The Contractor shall provide all electrical installation required for the connection between control panel to the dewatering pumps, including all required fixtures, conduits, etc.
- iv. From the control panel each single pump shall be operated, all three pumps simultaneously and an emergency off button also to be installed.
- v. The Contractor shall submit all necessary shop drawings with supporting documentation to the Consultant for his approval.
- vi. All cabling and earthing works shall be provided by the Contractor.
- vii. Length of connection cable shall be sufficient for connection between control panel and connection point at the floating gate plus extra for smooth feeding of power in both directions of gate and for floating of gate (at least 50 m cable length).
- viii. A cable drum has to be installed closed to the control panel suitable to store the connection cable.
- ix. Plug device at the control panel and cable ends shall be of similar type with a protection against accidental pulling out and protection class of IP 66.



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### 7.6.2 Lock

- i. The lock shall be a tension belt with hooks at both ends and a turnbuckle for tensioning and the lock shall have a load resistance of 100 kN.
- ii. The Contractor shall supply the 02 (two) locks and install storage device for the lock at the floating gate support structure.
- iii. The mounting and fixing steel parts shall be hot-dip galvanized as per Subsection 9.3 or preserved as per Type I, Subsection 9.4.



Example picture of lock

### 7.6.3 Sliding Panels

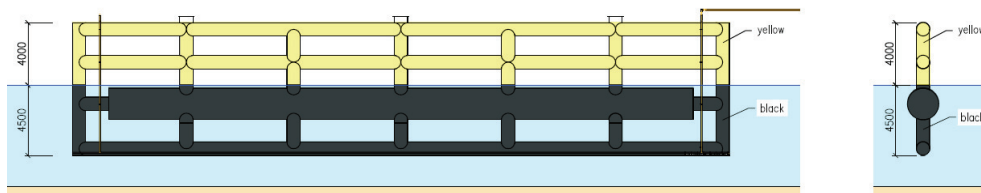
- i. Low friction sliding panels shall be mounted on the bollard faces of the floating gate structure as indicated in the Drawings.
- ii. The panels shall be composed of HDPE material. The material must be suitable for the particular local conditions, resistant to UV-rays, oils, detergents etc. and shall be of a grade with permanent antistatic behaviour.
- iii. The physical properties of the sliding panel shall meet the following requirements:
  - Density  $> 0.9 \text{ g/cm}^3$  (conforming to ISO 1183)
  - Tensile strength  $\geq 19 \text{ N/mm}^2$  (conforming to ISO 527)
  - Ball indentation hardness (R scale)  $\geq 35$  (conforming to ISO 2039)
  - Coefficient of friction  $< 0.25$  (conforming to ISO 8295)
  - Yield strength  $> 12 \text{ MPa}$  (conforming to ASTM D412)
- iv. Dimensional difference of maximum plus/minus 3 mm is allowable in length, width and thickness.
- v. Mounting bolts and their position shall be in accordance with the manufacturer's recommendations,
- vi. The mounting and fixing steel parts shall be hot dip galvanized as per Subsection 9.3 or preserved as per Type I, Subsection 9.4.



## 7.7 Operation of Floating Gate

### 7.7.1 The floating gate has 02 (two) operational conditions:

- i. **Floating condition:** the water in the floating body is pumped out up to the time the floating gate reaches boundary between yellow and black colour as shown in the figure below. A lifting higher that this level is not permitted and would result in unstable floating condition.



- ii. **Parking (grounded) condition:** the floating body is complete filled with water and the floating gate rests on the bottom of the floating gate support structure.

### 7.7.2 The floating gate operations are only permitted outside the shipyard area (approach channel area)

### 7.7.3 For the closing operation of the floating gate the following sequences apply:

- i. Floating gate shall be moored and moved by a tugboat
- ii. First one end of the floating gate has to be inserted at an angle into the pocket of the floating gate support structure which is located towards the landside
- iii. Now the floating gate end towards Jetty 2 shall be pushed towards the floating gate support structure up to the time the floating gate is in the final position
- iv. To lower the floating gate the filling valve has to be opened up to the time the gate rests on the bottom of the floating gate support structure (the valve has to be kept open to balance tide level changes)
- v. With the lock at the floating gate support structure the floating gate shall be fixed

### 7.7.4 For the opening operation of the floating gate the following sequences apply:

- i. Closing of the filling valve
- ii. Lock at the floating gate support structure shall be opened
- iii. Dewatering of the floating body up to the time the floating gate reaches the floating condition
- iv. Floating gate shall be moored and moved by a tugboat
- v. The tugboat shall pull away at an angle from the floating gate support structure towards Jetty 2 and then pulled out in a straight line from floating gate support structure towards the landside
- vi. Floating gate shall remain moored onto the tugboat or to be moored to any jetty, wharf, etc.

### 7.7.5 For the commissioning of the floating gate the Contractor has to successfully perform 05 (five) times the opening and closing operations. The required tugboat including required manpower & other materials needed for mooring have to be provided by the Contractor at no extra costs.



## **8. Structural Steel**

### **8.1 General**

- 8.1.1 Main dimensions, distances/clearances and other basic data shown in the Drawings shall be adhered to, but the Contractor may adjust measurements in coordination with the Engineer to suit the manufacturing and installation requirements.
- 8.1.2 The Standards and Codes of Practice referred to in EN 1090 parts 1 to 6 or equivalent Indian Standards shall be applied for the steel works.

### **8.2 Materials**

#### **8.2.1 Structural Steel**

- i. All steel parts shall be of grade E 250 BR (killed) according IS 2062.
- ii. Product analyses according to EN 10025 or EN 10248 or equivalent Indian Standards (IS 2062) for the structural steel incorporated in the Works shall be included in the certificate of origin, which shall be submitted to the Engineer for each consignment.
- iii. Upon arrival at fabrication site, the name of manufacturer, quality (steel grade, No. of Certificate of origin), date of delivery, size and assignment of the material shall be clearly indicated by a works certificate / delivery note on each bundle.
- iv. Structural steel work shall be fabricated from killed steel complying with EN 10025 or equivalent Indian Standard (IS 2062) and shall be of the grades E 250 BR.
- v. Product analyses according to EN 10025 or equivalent Indian Standard (IS 2062) shall be submitted to the Engineer for the structural steel incorporated in the Works and shall be identifiable by that steel.

#### **8.2.2 Mountings, Bolts, Nuts**

- i. Mounting bolts are to be hexagonal bolts and units as per dimensions and standards indicated in the Drawings.
- ii. All mountings, bolts and related accessories are to be supplied in stainless steel. The stainless bolts and mountings have to be separated from the structural steel part to ensure that no contact corrosion occurs.
- iii. For steel constructions, stainless steel high-tensile-bolts with hexagonal nuts and washers as per EN 14399, quality grade 10.9 according to EN ISO 4759, are to be delivered or equivalent Indian Standard.

#### **8.2.3 Welding**

- i. All welding electrodes shall comply with the basic steel material in accordance with applicable standards.
- ii. Contractor shall use electrodes as listed in Section 11.



## **8.3 Works**

### **8.3.1 General Requirements**

- i. Cutting shall be by saw or laser cutting or by an alternative method that in combination with machining will produce a uniform, ground smooth edge free from notches, cracks, laminations, scale, slag accumulations, drag and tears.
- ii. All cut surfaces shall be smoothed by grinding, and free edges shall be rounded with a radius of 2 mm.
- iii. The Works shall be carried out in a properly equipped shop under cover and under supervision of an experienced shop foreman.
- iv. All construction tolerances shall be in accordance with general requirements in the standards.

### **8.3.2 Bolting**

- i. All holes for bolts shall be drilled. All holes for bolts shall be 'normal'.
- ii. All bolt heads and nuts shall be provided with washers, and nuts shall be prevented from loosening due to repetitive impacting.

### **8.3.3 Welding**

- i. The welding methodology shall be submitted for the approval by the Consultant.
- ii. Only welders tested and certified, as per EN ISO 9606 or AWS D1.1 Structural Welding Code – Steel or equivalent Indian Standard, for the type of welding to be executed shall be employed for this work. Relevant certificates are to be handed over to the Engineer.
- iii. The welding process shall be confirmed by welding procedure tests.
- iv. All welding seams shall be welded 100 %.
- v. Imperfections or defects in welding seams shall be repaired as far as technically feasible and may be subject to non-destructive testing.
- vi. In case of weld repair, the same shall be rectified as per the work methodology to be approved by the Consultant.
- vii. Site welding's for jointing individual steel pipe sections shall be executed according to the principles of this section, as applicable to welds executed at the manufacturer's plant.
- viii. Welding electrodes, as well as welding method and sequence are to be coordinated with the manufacturer(s) of the steel material. Within two weeks after the award of Contract, Contractor shall submit a work methodology detailing fabrication method, equipment's used, raw materials, concrete filling & stability aspects, launching method, towing procedure, Quality Assurance Plan (QAP), installation & commissioning procedure, job safety analysis, etc. It is the responsibility of the Contractor to obtain approval for the work methodology before the commencement of fabrication works.
- ix. All connection shall be single-bevel groove weld type.
- x. Fillet welds shall be made only for sub structures and are to be measured as per EN 1993 or equivalent Indian Standard and shall have a thickness of at least  $a = 6$  mm, whereas those coming into contact with seawater, shall correspond at least to  $a = 10$  mm, should they not be thicker for structural reasons.



- xi. Testing of the weld joints as per the approved Quality Assurance Plan (QAP) needs to be carried out through damage-free tests. In the critical weld areas (T-joints, Cross joints), 5% radiography / X-ray testing shall be carried out whereas in the remaining areas, 10 % Magnetic particle testing or colour penetration tests or equivalent methods shall be applied. The tests shall be performed according to ASME / AWS / EN ISO 17635 / EN ISO 17636 / EN ISO 17637 / EN ISO 17638 or equivalent Indian Standards. In addition, Contractor shall carry out weld testing at any specific areas, if demanded by TPIA / Consultant / Employer.
- xii. The standards of acceptability by which soundness of welding work will be judged shall be as per EN ISO 5817 (quality level B). The quality of welding shall be inspected according to ASME / AWS / EN ISO 14731 or equivalent Indian Standard.

The soundness of the welding procedure selected by the Contractor shall be confirmed by trial welds and tests to the satisfaction of the Consultant.

The proposed methods of welding tests as well as the Contractor's shop drawings showing the approximate location of all critical welding shall be submitted to the Engineer well in time before starting the welding works.
- xiii. If the Engineer / Third Party Inspection Agency (TPIA) / Consultant opines that a defect exists in any weld or pass, the Contractor shall use appropriate test methods to confirm the soundness of the weld, or to repair the defect as per requirements.
- xiv. Repair methods shall be described by the Contractor in a method statement to be approved by the Consultant. Repair of any defective weld shall be subject to Engineer's / Consultant's / TPIA's consent.

#### 8.3.4 Fabrication and Erection

- i. Fabrication and/or erection shall not start until the Contractor's shop drawings have been approved by the Consultant. All dimensions shall be verified at the Site and the Contractor shall be responsible for the accuracy and fit of all materials supplied.
- ii. It is the responsibility of Contractor to obtain clearance from TPIA at all stages commencing from the raw material identification till the commissioning of floating gate as per the Quality Assurance Plan (QAP) to be approved by the Consultant.
- iii. Generally, work shall be shop assembled as far as possible. Exposed faces of work shall be free of warps, dents, buckles or other distortions. Corners shall be accurately formed to profiles shown, and joints shall be tightly fitted and made neat in appearance. Steel sheets shall be stiffened or reinforced as far as required. Finished work shall be free from defects detrimental to appearance and performance.
- iv. Shop and field connections shall be made as detailed in the Contractor's shop drawings. Where no sufficient detail is available, shop connections shall be welded and field connections bolted.
- v. Weld splices shall be full penetration butt welds, ground flush where required. Bolted connections shall be made with high-tensile steel bolts in friction type connections.
- vi. Tack welds, which are not part of the welds shown in the Drawings, will not be allowed at stress transfer points such as splice plates, header angles and gusset plate connections.



- vii. Any material used in splices shall conform to the specification of the material which it is splicing.
- viii. All sharp edges and corners shall be chamfered and left without sharp lines, burrs shall be removed.
- ix. Members distorted by the heat of welding or hot galvanizing process may be subject to Consultant's consent straightened by mechanical means which do not damage the material.
- x. Temporary bracings must be used where necessary to prevent collapse or distortion of the structure during erection, and to maintain the correct position at all stages of the work and/or during grouting.
- xi. Wherever fastenings or anchors are to be built in, the Contractor shall supply all necessary templates to ensure satisfactory installation.
- xii. Where metals of differing types are in contact with one another they shall be electrically separated by using special isolating tape or by painting the connecting surfaces using bitumen base paint or by other means as approved by the Engineer.

#### 8.3.5 Tolerances

- i. Manufacturing tolerances shall meet the applicable standards relative to the individual steel items such as EN 1090 or equivalent Indian Standard.
- ii. All steel work shall be set accurately to the agreed lines and levels and must be plumb and level.

#### 8.3.6 Corrosion protection

- i. Preservation coating, Type I, Subsection 9.4, shall cover all exposed and submerged outer surfaces of the gate structure.
- ii. The gate sections or the complete gate shall preferably be blasted as per Subsection 9.2 and provided with preservation coat Type I, Subsection 9.4.
- iii. If the complete preservation coat cannot be applied at the manufacturers' premises, at least the first primer coat relative to the specified coating type should be applied at the factory, after blasting the steel surfaces.
- iv. Where welds are to be made on Site, the steel is to be free of coating over a distance of 150 mm measured from the edge to be welded and shall be painted afterwards as per Specifications.
- v. Any damage to the coating by transportation and/or handling on Site has to be corrected at the Site.
- vi. The final layer of the protective coating shall have the colour black, only the first 4.00 m from the top level of the gate structure shall be in the colour yellow as indicated in the Drawings.

#### 8.3.7 Inspection and Testing

- i. General Requirements
  - a) Contractor shall prepare and submit a Quality Assurance Plan (QAP) covering aspects such as type of QA check, quantum of QA check, reference documents, acceptance norms, records to be maintained etc. pertaining to various stages viz., selection of raw materials, fabrication, installation and commissioning. Comments by Employer and Consultant shall be duly incorporated in the final QAP, which will be approved by the Consultant.



Later after the appointment of TPIA by Contractor, additional comments, if any from the side of TPIA shall also be incorporated. Additional cost implication, if any due to the inclusion of comments by TPIA is deemed to be included in the contract price.

- b) All welds are to be checked as per Subsection 8.3 and the Engineer / TPIA is to be informed of such tests.
- c) Closed hollow sections, such as floating body, shall be pressure-tested for water tightness prior to application of preservation coatings at the welding seam areas. Any leak must be repaired in coordination with the Engineer.
- d) Test and inspection protocols shall be compiled by the Contractor and submitted to the Engineer prior to installing the respective steel item in the work.
- e) The Contractor shall prepare and submit provisional shop drawings for the Consultant's approval before materials are ordered. Weld procedures shall be approved by TPIA.
- f) Before start of production, a quality plan shall be prepared for the Consultant's approval.
- g) The Contractor shall further prepare a control plan for the works. All control objects listed in EN 1090-1 or equivalent Indian Standard shall be included.
- h) All manufacturer's certificates of test proof sheets, mill sheets etc. showing that the materials used for floating gate fabrication have been tested in accordance with the requirements of the appropriate Indian Standards, other relevant standards or technical specification are to be supplied free of charge to Engineer.

Test certificates for all structural steel shall be provided from the supplier and to be stamped by TPIA, and all steel materials shall be traceable until taking over of the works.

- i) Other reports in connection with lamination checking, geometry inspection etc. shall be prepared in accordance with the Consultant's / TPIA's instructions.
- j) The Contractor shall establish and maintain, during the course of the works, a detailed quality file, containing all quality related documentation including TPIA documentation, from initial work planning until final test reports. At completion the file shall be handed over to the Employer.

ii. Testing of welds

- a) The quality of finished welds shall be visually inspected in combination with non-destructive testing in accordance with code requirements.
- b) All specified non-destructive testing shall be part of the Contractor's work, but supplementary testing can be instigated by the Engineer / TPIA at any moment.
- c) All testing shall be made by a fully qualified inspector, independent of the production team, before any application of surface coating.
- d) Detailed, traceable test reports shall be prepared.



- e) The control plan for welding works shall include, but not be limited to, the following items:
  - Welding certificates for welders engaged in production
  - Procedure specifications
  - Test certificates (to be traceable)
  - Associated reports on deviations and corrective action
- iii. Test Assembly
  - a) As a general precaution all steel structures shall be pre-assembled on a plane surface in the workshop for inspection by the Engineer / TPIA before surface treatment.
  - b) Each member shall be marked with a code of numbers which will facilitate re-erection at the site.

## **9. Corrosion protection of steel parts**

### **9.1 General Items**

- 9.1.1 Where the terms "paint", "coat" and "polish" are used or referred to in the Drawings, Specification or Bills of Quantities, they shall be interpreted to mean and include the corrosion protection or surface finish treatment consisting of any, all or some of the following items:
- 9.1.2 Sealers, primers, fillers, intermediate and final coats, as more specifically defined hereinafter as to kind and quality and function for various surfaces and finishes.
- 9.1.3 All primers and paints must be fully suitable under the prevailing local and climatic conditions. They shall conform to the applicable standards regarding kind, quality and application and are subject to Consultant's approval regarding quality, colour, tint and finish.
- 9.1.4 The basic materials entering into the compounding and/or manufacturing of all paints and other finishes referred to in this Section shall be of best quality and grade of their respective kinds for the intended purpose.
- 9.1.5 All painting materials shall be delivered to the Site in their original unopened containers or packages and bear the manufacturer's name, label and brand.
- 9.1.6 The Contractor shall supply to the Consultant the manufacturer's certificates for each consignment of material delivered to the job. Such manufacturer's certificates shall certify that the material complies with the above paragraph 9.1.3 and in addition shall give:
  - Description of material
  - Vendor's reference number
  - Batch number
  - Quantity in batch
  - Date of manufacture
  - Coefficient of friction of the priming coat (at bolted splices).
- 9.1.7 Mixing, thinning and application instructions as indicated by the manufacturer and/or herein specified, shall be absolutely adhered to.
- 9.1.8 All materials shall only be applied by skilled workers and uniformly by using brushes, rollers or spray gun, in accordance with the best acceptable practices applying to the class of work, and as approved by the Consultant.



- 9.1.9 It must be ensured, that the protective layers bond satisfactorily on the material and that also excellent bond is achieved between the individually applied layers. All protective layers must be dense, i.e. extensively free of voids and must possess adequate resistance to mechanical stresses, such as occur especially during transport and installation.
- 9.1.10 No work is to be done under conditions that are unsuitable for obtaining good results.
- 9.1.11 Neither paint nor any other finish treatment shall be applied to wet or damp surfaces unless specially required.
- 9.1.12 The primer coat to steel members must be applied immediately after approval of the blasted surfaces.
- 9.1.13 Subsequent coats shall differ in colour or tint from the preceding coat, whereas the specified colour of the last coat must be adhered to.
- 9.1.14 To ensure adequate hardening of the coatings, a drying period of at least 24 hours must be allowed for in the application of the individual coatings, but better 48 hours, unless otherwise specified by the manufacturer of the coating compound.
- 9.1.15 Wherever welds are to be made on Site, the steel is to be kept free of coating or to be provided with a weldable primer coat of suitable thickness.
- 9.1.16 Repairs of any coating to comply with the Specifications shall be carried out by using techniques, materials and procedures relevant to the coating type, all to the satisfaction of the Engineer.
- 9.1.17 In case finishing coats are applied at Site, all bare or abraded spots of shop coats shall be touched up before finishing, using same materials as applied to shop coat, or other equivalent material, if approved by the Consultant.
- 9.1.18 Additional coats, other than those specified, but required to achieve the specified quality of work, shall be deemed to have been taken into account by the Contractor, when selecting any other paint material. They shall be applied at no additional cost.
- 9.1.19 Hardware, accessories, plates and other similar items shall be removed prior to painting, or otherwise protected during painting operations, and replaced upon completion of the painting works.
- 9.1.20 Equipment adjacent to walls and ceilings shall be disconnected by workmen skilled in the respective trades and removed to permit the surfaces to be painted. On completion of painting, equipment shall be replaced and/or reconnected.
- 9.1.21 The anticorrosive paint system shall be guaranteed by the paint manufacturer for minimum 5 years performance. The guarantee from the Paint manufacturer shall be furnished in guarantee bond format approved by the Engineer. The guarantee shall be transferred to Employer after the completion of work.

## **9.2 Blasting of Steel Surfaces**

- 9.2.1 All surfaces and surfaces to be de-rusted are to be blasted to grade Sa 2 1/2 in accordance EN ISO 12944-4, EN ISO 8501-1 and EN ISO 8503-1.
- 9.2.2 The grain size of the blasting material must be coordinated between the Contractor and the supplier of the coating compound.
- 9.2.3 The surface must be free from dirt, oil and grease.
- 9.2.4 Average roughness depth RZ  $\geq$  50 microns.



### 9.3 Hot Dip Galvanizing

- 9.3.1 All work related to hot dip galvanizing shall be carried in dedicated and competent factory with documented experience as approved by the Consultant.
- 9.3.2 The work, including pre-treatment and finishing works, shall be made in accordance with EN ISO 1461 or equivalent Indian Standard.
- 9.3.3 The following requirements to layer thickness shall be respected:
- Mean coating: 700 g/m<sup>2</sup> (~ 100 µm)
  - Local minimum: 600 g/m<sup>2</sup> (~ 85 µm)
- 9.3.4 For threaded parts allowance shall be made on mating threads to accommodate the thickness of the coating.
- 9.3.5 Hot dip galvanizing of bolts, nuts, washers etc. shall be in accordance with EN ISO 4759, EN ISO 898, EN ISO 3269, EN ISO 4759 and ISO 8992 or equivalent Indian Standards. Minimum thickness of zinc coating is 40 microns.
- 9.3.6 Care has to be taken that the steel parts do not warp during the galvanizing process. If required, such items have to be adjusted or replaced, as directed by the Consultant.

### 9.4 Protective Coating of Steel / Aluminium

#### 9.4.1 Type I (steel surfaces directly exposed to sea or sea atmosphere)

##### (1) Surface preparation

- Blasting of steel surfaces as per Subsection 9.2. For galvanized steel parts, the surfaces are to be brushed with a detergent, recommended by the manufacturer of the preservation compound, followed by thorough washing with water prior to application of the preservation compound. The first primer coat is to be deleted in such cases.

##### (2) Primer coating

- Highly pigmented zinc-rich primer of low solvent content based on epoxy resin suitable for applications under marine / seawater conditions or equivalent approved material by the Consultant.
- Average dry film thickness: 50 microns.

##### (3) Main coating

- Abrasion resistant, coating based on epoxy resin suitable for applications under marine / seawater conditions or equivalent approved material by the Consultant.
- Minimum dry film thickness: 500 microns.

##### (4) Final coating layer (on all steel outside surfaces & inside area of the gate directly exposed to marine / seawater)

- In addition to anti corrosive paint system mentioned above, suitable antifouling paint coating with minimum thickness 150 microns excluding tie coat thickness.
- The colour of the final layer has to be according to the Drawings or approved by the Consultant.



#### 9.4.2 Type II (aluminium surfaces directly exposed to sea or sea atmosphere)

##### (1) Surface preparation

- Blasting (only nonferrous blasting materials) of aluminium surfaces as per Subsection 9.2. Painting of first layer (primer) shall be conducted straight after the surface preparation is completed.

##### (2) Primer coating

- Special aluminium primer of low solvent content based on epoxy resin suitable for general aluminium applications or equivalent approved material by the Consultant.
- Average dry film thickness: 50 microns.

##### (3) Main coating

- Abrasion resistant, coating based on epoxy resin suitable for general marine applications or equivalent approved material by the Consultant.

- Minimum dry film thickness: 500 microns.

##### (4) Final coating layer

- In addition to anti corrosive paint system mentioned above, suitable antifouling paint coating with minimum thickness 150 microns excluding tie coat thickness.
- The colour of the final layer has to be according to the Drawings or approved by the Consultant.

### 9.5 Protection of Finished Products / Repairs

9.5.1 It is the responsibility of the Contractor, and he shall be held accountable for the explicit protection of all finished work until final inspection and acceptance.

9.5.2 The Engineer reserves the right to order replacement or refinishing at no additional cost to the Employer for any and all work damaged.

9.5.3 Repairs to any of the coatings enabling them to comply with the Specification shall be carried out to the satisfaction of the Engineer / TPIA using techniques, materials and procedures approved in detail by the Consultant.

### 9.6 Quality Control and Testing

9.6.1 Each coating applied to steel surfaces shall be checked for dry film thickness by a micro test gauge in the presence of the Engineer / TPIA.

9.6.2 The procedure to be adopted for determining the average dry film thickness of the coating or combined coatings shall be to take ten readings at random for every 10 square meters of coated area and to calculate an arithmetical average.

9.6.3 Notwithstanding the area, no more than one reading per group of 10 readings of dry film thickness shall fall below the specified average dry film thickness by more than 10 % for a particular coating.

9.6.4 If five or more readings per group of 10 readings of dry film thickness do not comply with the Specification, then the entire area shall be rejected.



## 10. Inspection by Third Party Inspection Agency (TPIA)

10.1.1 Involvement of TPIA is required in order to ensure that the Contractor has complied with the technical specification & drawings during various stages such as material procurement, surface preparation, fabrication, assembly, installation & commissioning. Contractor shall therefore appoint industrial wing of any one from the following inspection agencies as TPIA:

- Indian Register of Shipping (IRS)
- Lloyd's Register (LR)
- American Bureau of Shipping (ABS)
- Det Norske Veritas (DNV)
- Bureau Veritas (BV)
- TUV NORD

10.1.2 The cost of inspection shall be borne by the contractor and should be included in the cost of gate. The scope of Third-Party Inspection as per approved QAP shall include at least the following:

- Raw Material Identification (MTC review)
- Welder Procedure Qualification
- Welder Qualification
- Stage wise inspection during fabrication which includes inspection during fit up, welding process, visual inspection etc.
- NDT witness
- Inspection during surface preparation
- Issue of certificates at various stages for the effect of milestone completion to enable payment release.
- Witnessing during the commissioning
- Certification after successful commissioning

## 11. List of Approved Makers

11.1.1 Contractor shall source the following items only from the list of approved makers:

- Structural Steel: SAIL / RINL / JSW / TATA / JSPL / AM-NS
- Paint: ASIAN PAINTS / BERGER / NEROLAC / JOTUN / HEMPEL / CHUGOKU / AKZO NOBEL
- Pipes: JINDAL / TATA STEEL / SAIL / ZENITH
- Valves: L&T / INTERVALVE / UPADHAYA VALVES / BDK
- Pumps: SPT PUMPEN / MODY PUMPS
- Weld Electrodes: ESAB / ADOR / MODI / ADVANI
- Sliding Panels: IRM OFFSHORE / HITECH ELASTOMERS / LION RUBBER



## **12. Measurement & Payment**

- 12.1.1 Payment will be released to the Contractor in various stages on accomplishment of milestones specified at Clause No. 18 titled "Payment Terms" in Volume III – Special Terms & Conditions.
- 12.1.2 The Contract price shall include the costs for preparing the shop drawings and any supplemental calculations, materials, manufacture and installation, tests, third party inspection charges etc., complete in every respect.
- 12.1.3 Structural steel or other appropriate measures required by the Contractor for the proper guidance, adjustment and support of prefabricated elements during installation will not be paid for separately and have therefore to be included in the lump sum price.
- 12.1.4 The Contract price includes the cost of arranging towage for bringing the gate structure from fabrication site to the ISRF project site and also the cost of arranging tug & associated manpower for the commissioning of gate. Services of divers, if any required during the installation & commissioning phase of the pontoon gate shall also be arranged by the contractor and the cost is deemed to be included in the Contract price.



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**VOLUME VI**

**Financial Part**

**COCHIN SHIPYARD LTD**

**COCHIN – 682 015**

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

**11 Nov 2022**



## Contents of Tender Documents

Volume I	Instructions to Bidders
Volume II	General Conditions of Contract
Volume III	Special Terms & Conditions
Volume IV	Particular Site Conditions and Requirements
Volume V	Technical Specification
<b>Volume VI</b>	<b>Financial Part</b>
Volume VII	Drawings
Volume VIII	Standard Forms



**Volume VI – FINANCIAL PART**

<b>Clause</b>	<b>Description</b>	<b>Page no.</b>
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2	DESCRIPTION & QUANTITIES	4
3	RATES AND PRICES	4
4	TENDER PRICES	5
5	ERECTION & TESTING EQUIPMENT AND MAINTENANCE TOOLS	7



## **FINANCIAL PART**

### **PREAMBLE TO SCHEDULE OF PRICES**

#### **1. GENERAL**

- 1.1 The bidder shall read and imbibe the Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Special Terms & Conditions, Particular Site Conditions & Requirements, Technical Specification, Financial Part, Drawings and Standard Forms in detail and full. Any clarification required shall be brought into the notice of CSL and get clarified duly or during pre-bid meeting prior to the submission of bid. Bidder should understand the scope and schedule explicitly and has to submit the bid complying with the same. Bidders shall take notice that they should understand the technical specification & drawings comprehensively and any item / work required for the successful commissioning of the floating gate shall be incorporated and considered in the offer and shall correlate the description in various heads in order to ensure the reasonable consideration. Schedule of Prices shall be read in conjunction with the aforesaid details and as per the volumes as listed above.
- 1.2 The Bidder shall quote for all items of the Works to be executed on Turnkey basis and the prices shall be quoted for the complete scope of Work as described or implied from these Tender Document.

#### **2. DESCRIPTION & QUANTITIES**

- 2.1 Price given in the Schedule of Prices shall be for the entire scope as detailed in the Technical Specification, Drawings or elsewhere in the Tender Document. The general directions and descriptions of work and materials are neither necessarily repeated nor summarized in the Schedule of Prices and do not generally give a full description of the floating gate to be supplied and the services to be performed. References to the relevant sections of the Tender Document shall be made to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices against each item in the Schedule of Prices.
- 2.2 The sizes & dimensions mentioned and/or specified in the various technical descriptions and specifications including drawings are final. CSL does not intend to make any deviation from the existing drawings. However Contractor shall prepare shop drawings, Work Methodology, QAP etc for the approval by Consultant. If, in the opinion of CSL / Consultant / Third party inspection agency, at the time of review of the floating gate drawings & documents for approval, certain sizes & dimensions of some items have to be increased for proper completion and/or operation of the Works, then revised sizes & dimensions shall be supplied by the Contractor at no extra cost to CSL.

#### **3. RATES AND PRICES**

- 3.1 Except as otherwise expressly provided under the Conditions of Contract, the lumpsum amount entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the



Contractor in the performance of the Works, the provision of services including his overheads, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under this tender.

- 3.2 The rates and prices entered by the Bidder shall be fixed and firm and shall not be subject to adjustment during the performance of the contract.
- 3.3 Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per provisions of the contract.
- 3.4 The whole cost of complying with the provisions of the tender shall be included in the Schedule of Prices and this also include any work required to be executed by the Contractor on Turnkey basis under single responsibility for the completion of the Works and to make the Floating gate operationally complete in all respects.
- 3.5 The Bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Cochin Port and all requirements related thereto. All types of transportation costs are under the scope of the contractor.
- 3.6 The Contractor shall be responsible to make complete arrangements for the transportation of the item to the ISRF site. The Bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his offer.
- 3.7 The Contractor shall provide all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Floating Gate, are not specifically mentioned in the Schedule of Prices, Technical Specification including Drawings, such details shall be considered as included in the Contract Price. All charges for the supply of goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and operation of the Works shall be deemed to have been included in the quoted price.

#### **4. TENDER PRICES**

##### **4.1 Break-up of Tender Prices**

The various elements of Tender Prices shall be as detailed below:

##### **a) Shipping & Insurance:**

- (i) Shipping (as applicable)

The Bidder shall include prices for shipping from port of shipment to India, Erection Equipment, Spare Parts, Workshop Equipment and other materials to be imported in India for the Contract. Such prices shall include all marine



transportation costs including ocean freight, heavy lift charges, fees, unloading charges and other charges, etc.

Cost of shipment(s) affected by the Contractor at his option by aircraft or road transportation also shall be deemed to be included in the total Tender Price.

(ii) **Insurance**

The Bidder shall include prices for insurance cover of the floating gate from ex-factory / ex-works to ISRF site (warehouse to warehouse). Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing and trimming on board the vessel at the port of shipment or on inland carrier or towing and transportation to site, transportation within site and till commissioning of the gate.

**b) Price for Supply of Goods:**

The Bidder shall include prices for Local Goods, materials and equipments. Such prices shall include Design documentation, drawings, drafting, planning services, manufacturing, testing and packing of finished goods ready for delivery to Site including loading, unloading, transportation, storing and insurance costs, etc.

**c) Local Transport:**

Transportation by road / rail / air / sea including inland transportation of Floating gate, Erection Equipment, Spare Parts and Workshop Equipment shall be the Contractor's responsibility in respect of:

- (i) Floating gate, Erection Equipment, Spare Parts, Workshop Equipment and other materials, if any, offered from within India; from the fabrication facility to the ISRF site. The cost shall also include all insurance costs of local goods and other materials from factory to site covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site.

All charges occurring there from including all taxes and duties shall be borne by the Contractor. Port clearance charges, Towing charges Incidental expenses during transportation, Unloading at CSL, transportation within CSL, handling of the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility and cost.

The Bidder shall recognize such elements of the costs which the bidder expects to incur in the performance of the Works and shall include all such costs in the offered price.

**d) Installation, Commissioning & Other Allied Works:**

The Bidder shall quote prices for installation, commissioning & other allied works at the ISRF site. Such prices shall include the costs of handling of the Plant and other



materials from location of storage to point of final installation, erection, installation, testing, commissioning including all inspection, performance tests, reliability tests and responsibility for operation & maintenance of the gate until issuance of the Taking-Over Certificate, the cost erection staff and labour, tools and equipment, arrangement of tugs, divers etc. It shall also cover the services of qualified representative(s) of the contractor to assure proper erection and commissioning of the floating gate.

**e) Third Party Inspection:**

The Tenderer shall quote prices for engaging Third Party Inspection Agency (TPIA) for ensuring compliance with the technical specification during various stages such as material procurement, surface preparation, fabrication, assembly, installation & commissioning until issuance of the Taking-Over Certificate.

f) All payments towards guarantee, etc shall be covered in the quoted price.

**5. ERECTION & TESTING EQUIPMENT AND MAINTENANCE TOOLS**

The Bidder shall be responsible to provide all Erection and Testing Equipment, loads & Maintenance Tools at the ISRF site, at bidder's own expenses.



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**Volume VII**

**Drawings**

**Cochin Shipyard LTD**

**COCHIN – 682 015**

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11 Nov 2022



## **Contents of Tender Documents**

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## 1 List of Drawings

### 1.1 General

Drawing No.	Description
TD-02-FG-100	Floating Gate / Area Overview
TD-02-FG-101	Floating Gate / Overview
TD-02-FG-200	Floating Gate / Details
TD-02-FG-201	Floating Gate / Stairs Walkway – Jetty 2

## 2 Drawing Reference Code

### 2.1 General

Project Phase	-	Discipline Code	-	Area Code	-	Serial Number
XY	-	XY	-	NNN (or more)	-	XYZ

### 2.2 Project Phase

Project Phase	Description
DPR	Detailed Project Report
TD	Tender Documents
DD	Detailed Design

### 2.3 Discipline Code

Code	Description
00	Dredging works
01	Marine works
02	Marine steel works
03	Others

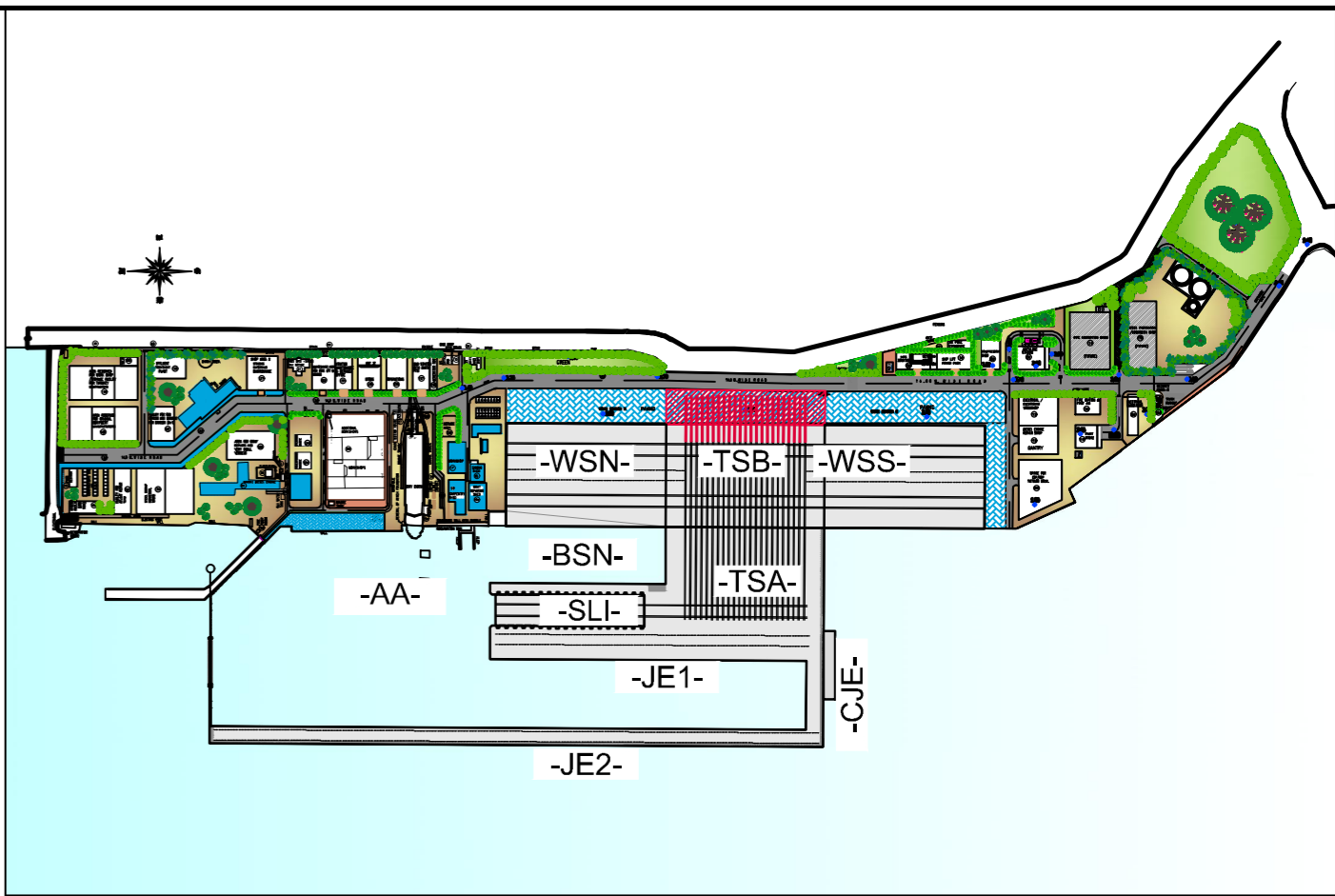
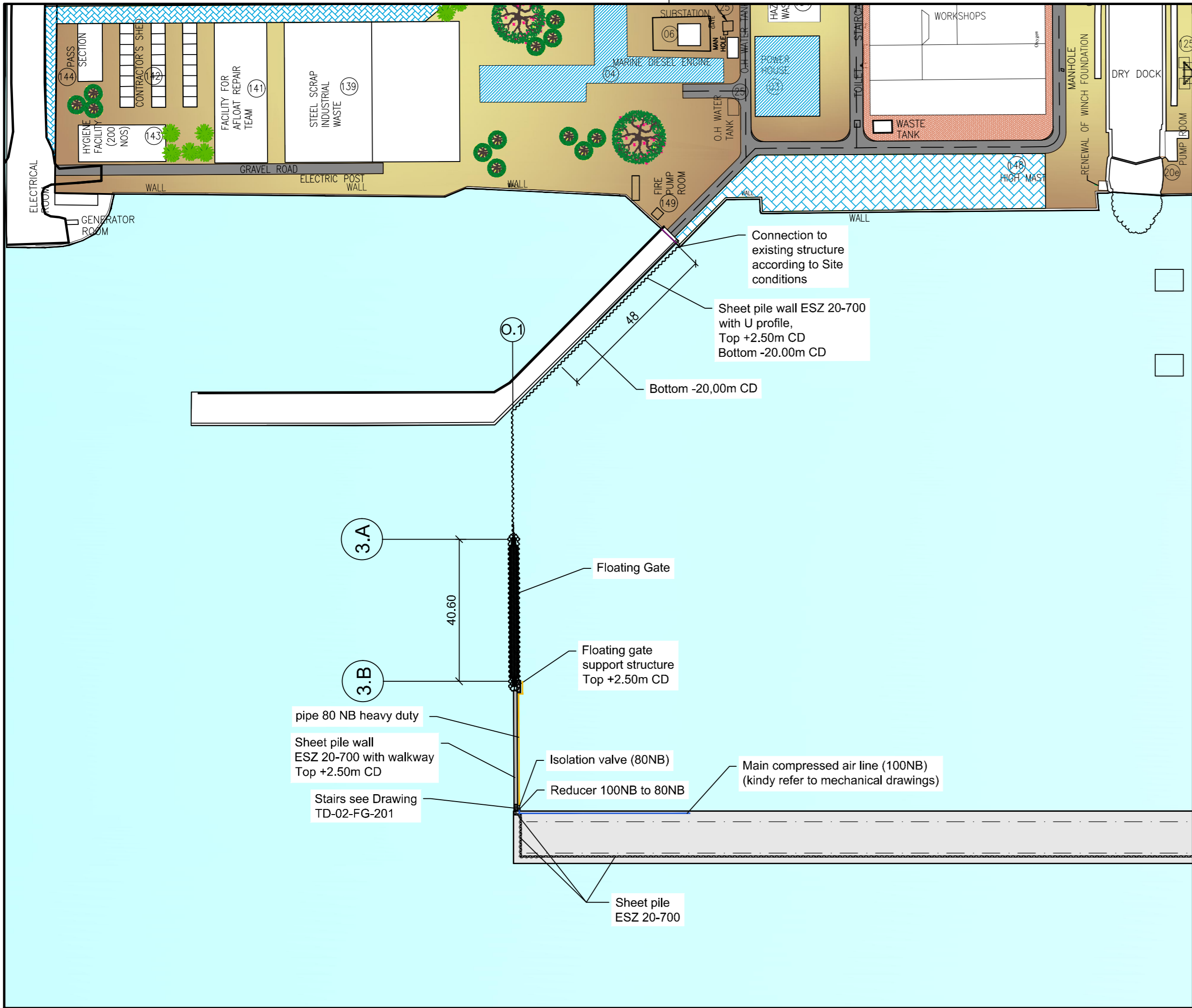
### 2.4 Area Code

Code	Description
WSN	Work Station North
WSS	Work Station South
TSA	Transfer Section A
TSB	Transfer Section B
SLI	Ship Lift
JE1	Jetty 1
JE2	Jetty 2
CJE	Connection Jetty
AA	Access Area
MES	MES-2 Structure
FG	Floating Gate



## 2.5 Serial Number


Number	Description
100 – 199	Layout / Top View
200 – 299	Cross Sections
300 – 899	Details
900 – 999	Others



All dimensions are in metres.

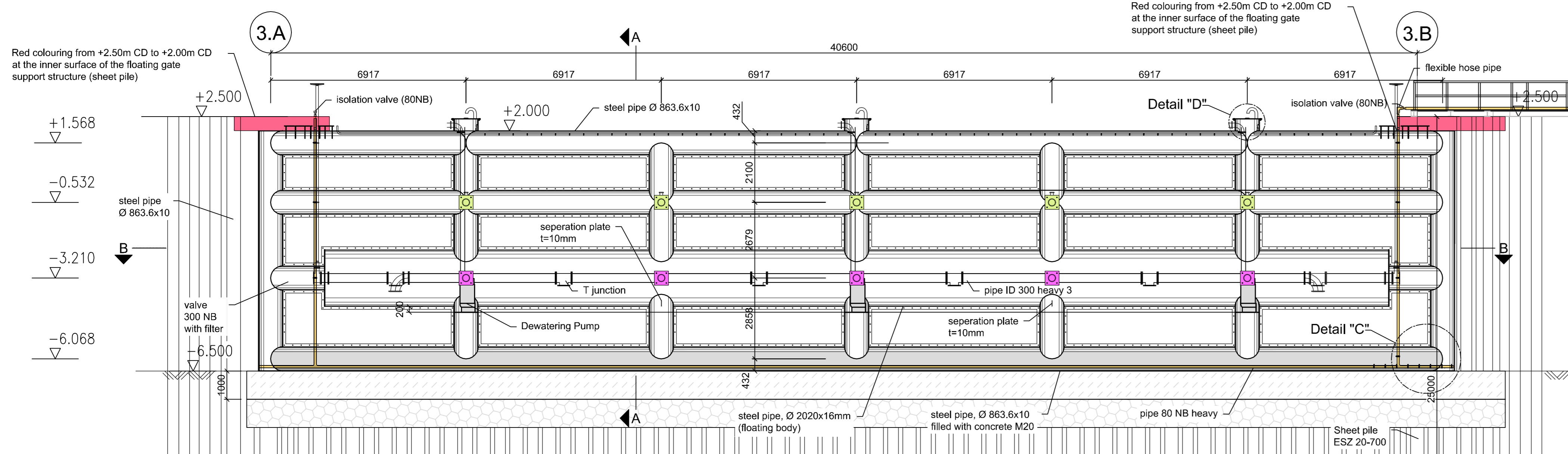
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Client:  Cochin Shipyard Limited			
Phase: Tender Drawing	Drawn:	11.07.2022	UH, PG
	Designed:	11.07.2022	Marcus Kohl
	Approved:	11.07.2022	Marcus Kohl
Title: Floating Gate Area Overview	Sheet Size:	Project-No.: 2013-0296	
	Scale:	Drawing-No.: TD-02-FG-100	
	1 : 1000		

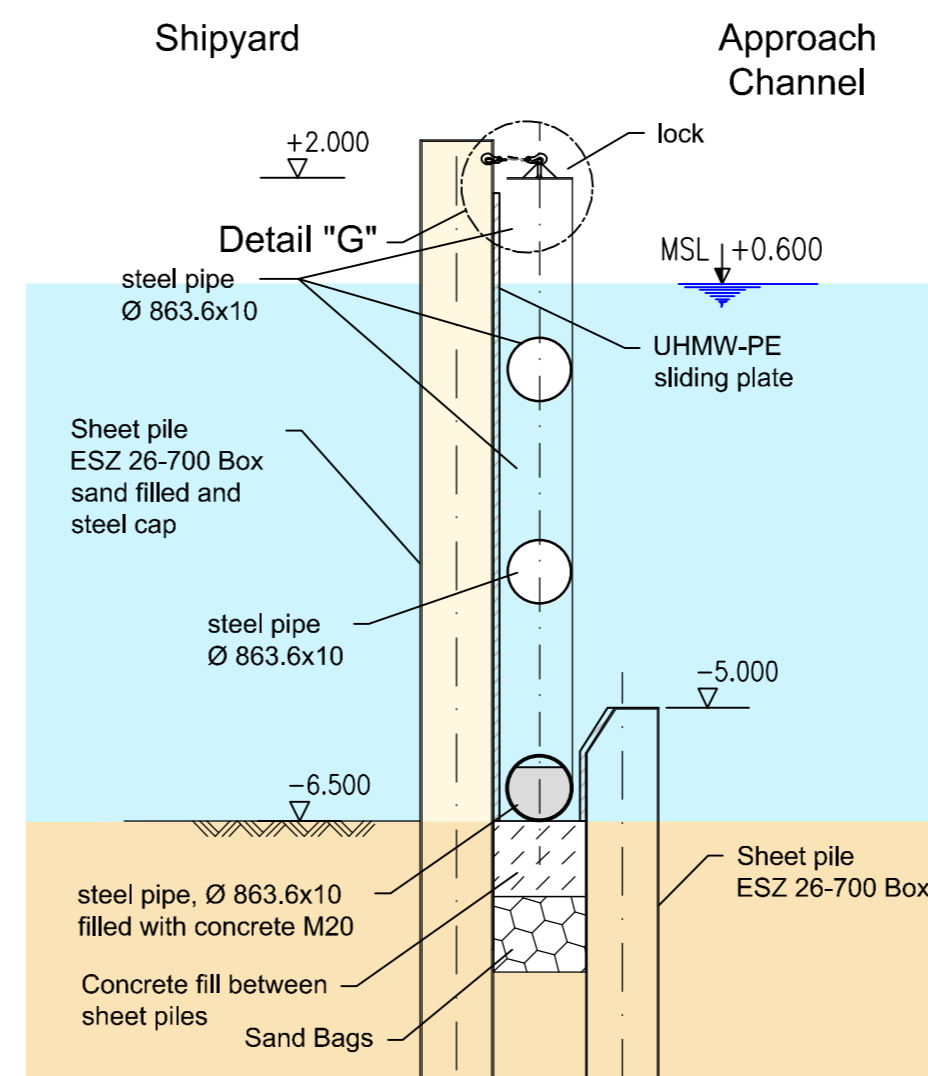
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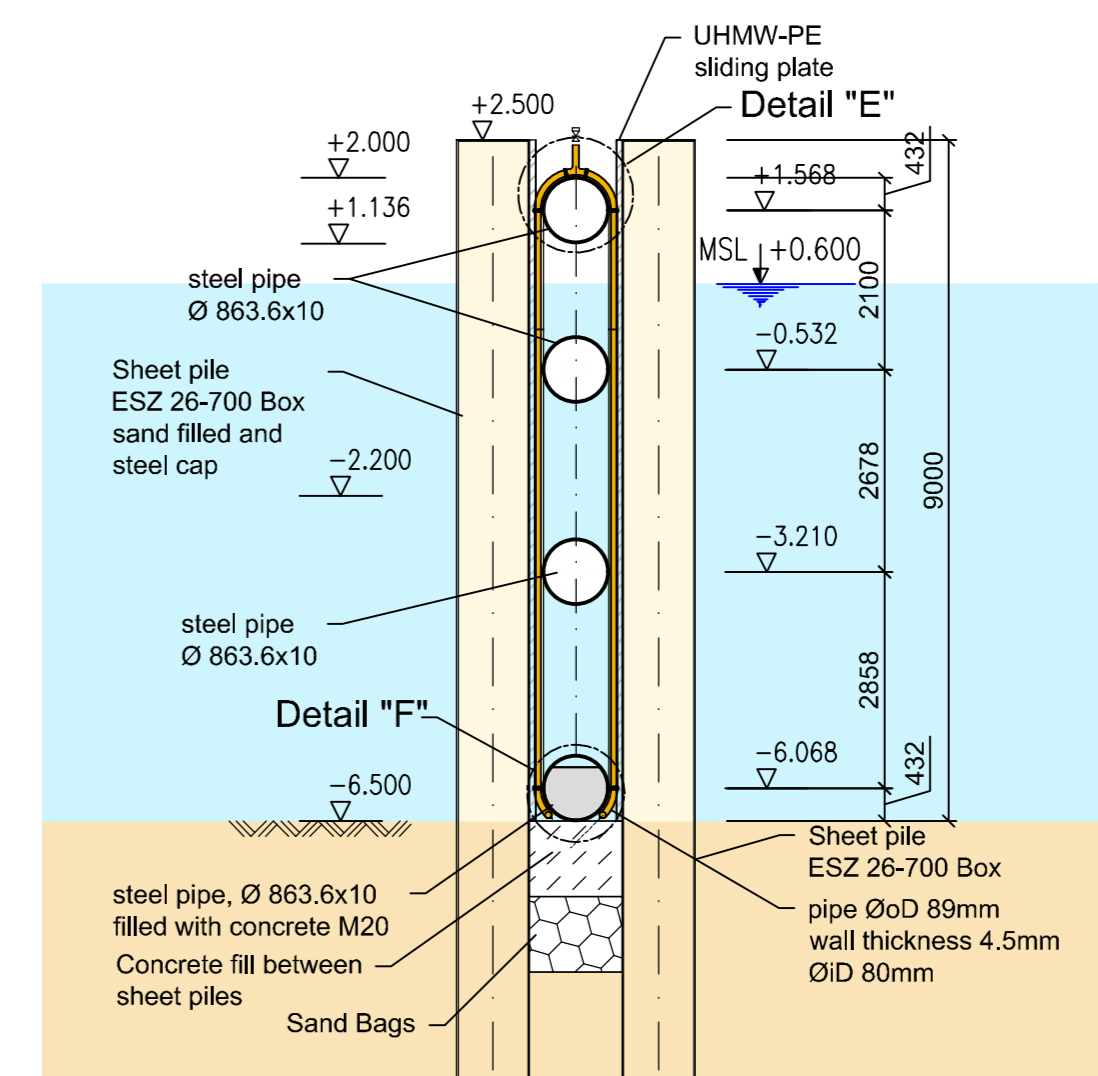
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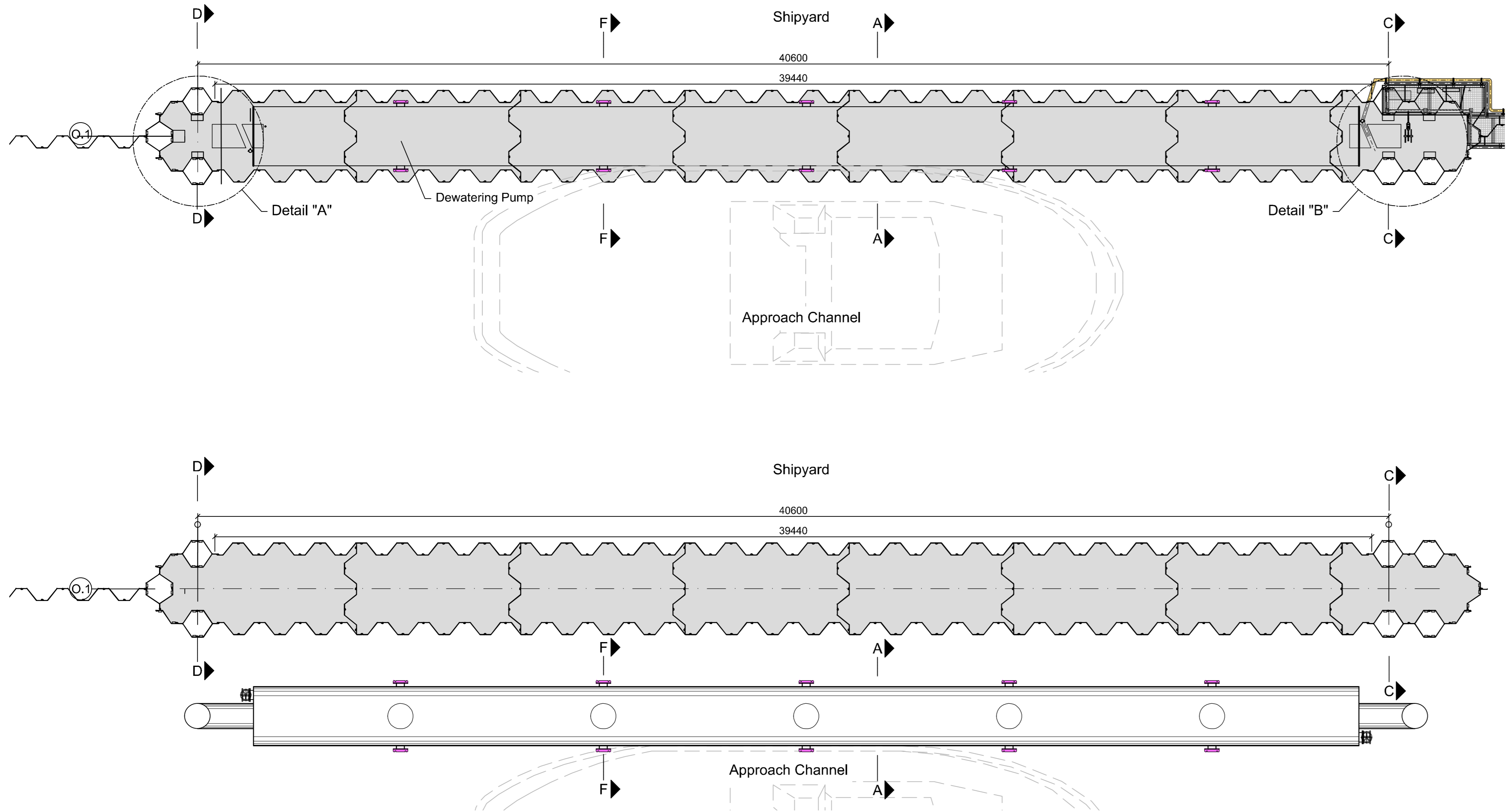
# Section D-D

1:100



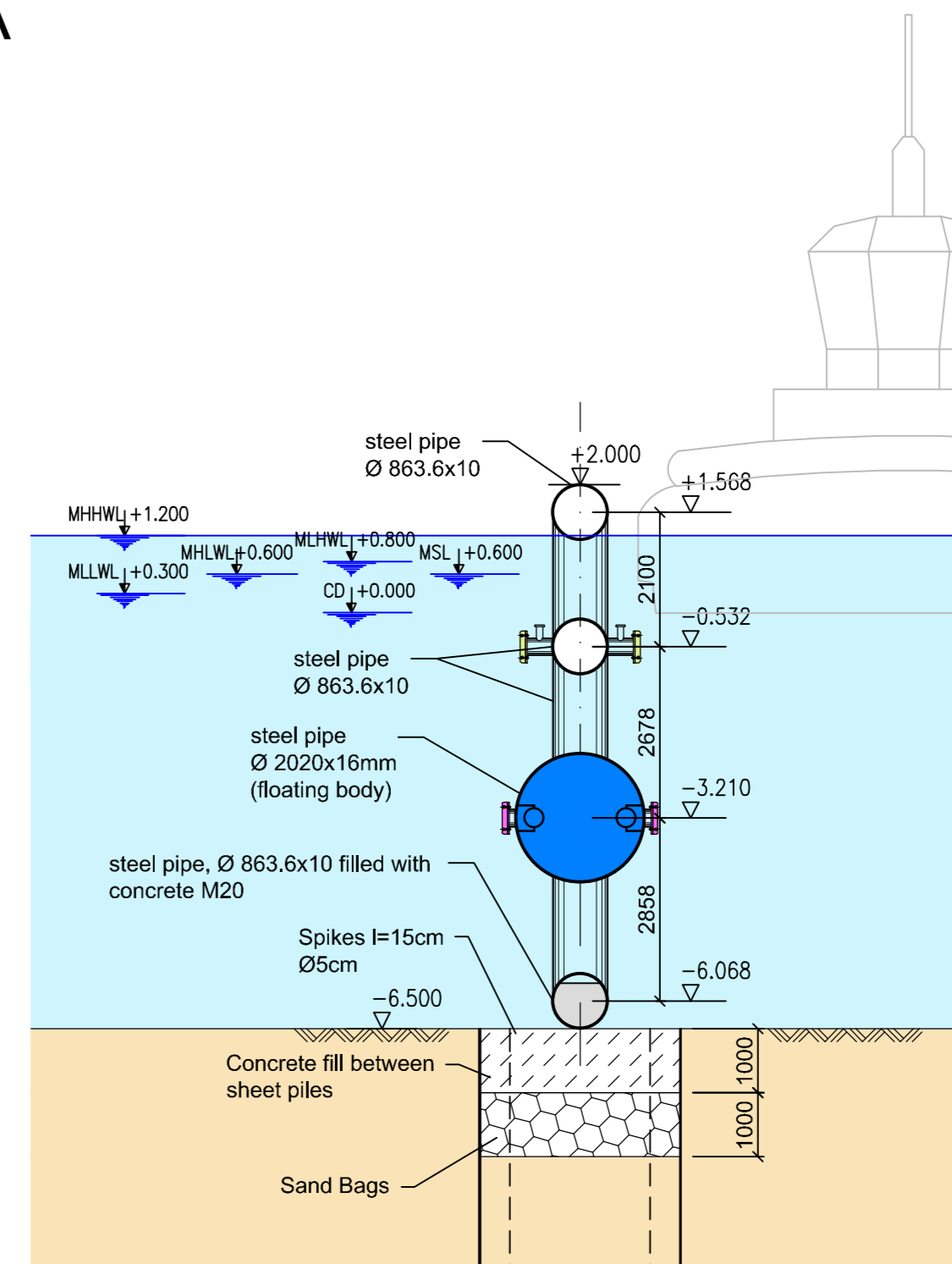
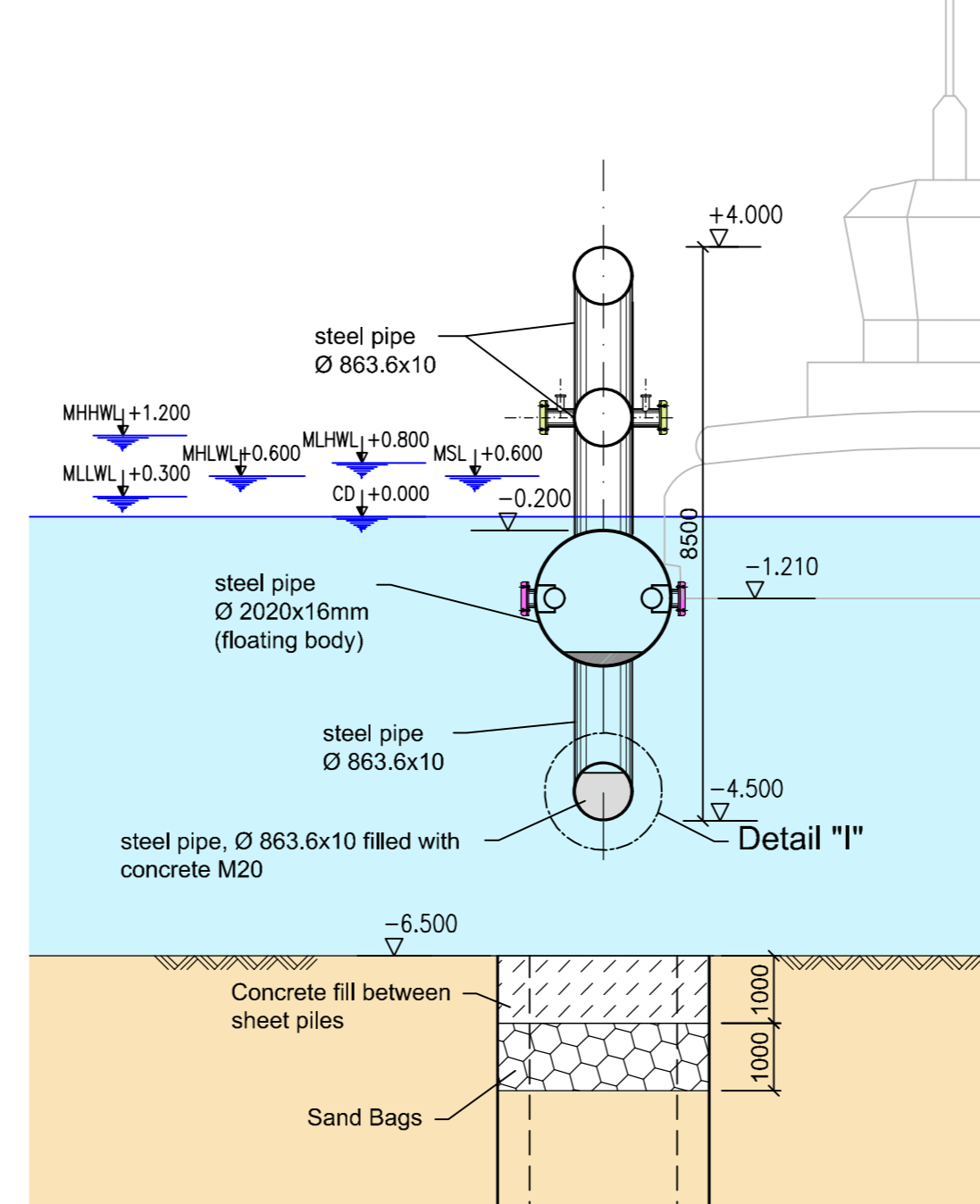
# Section B-B

1:100



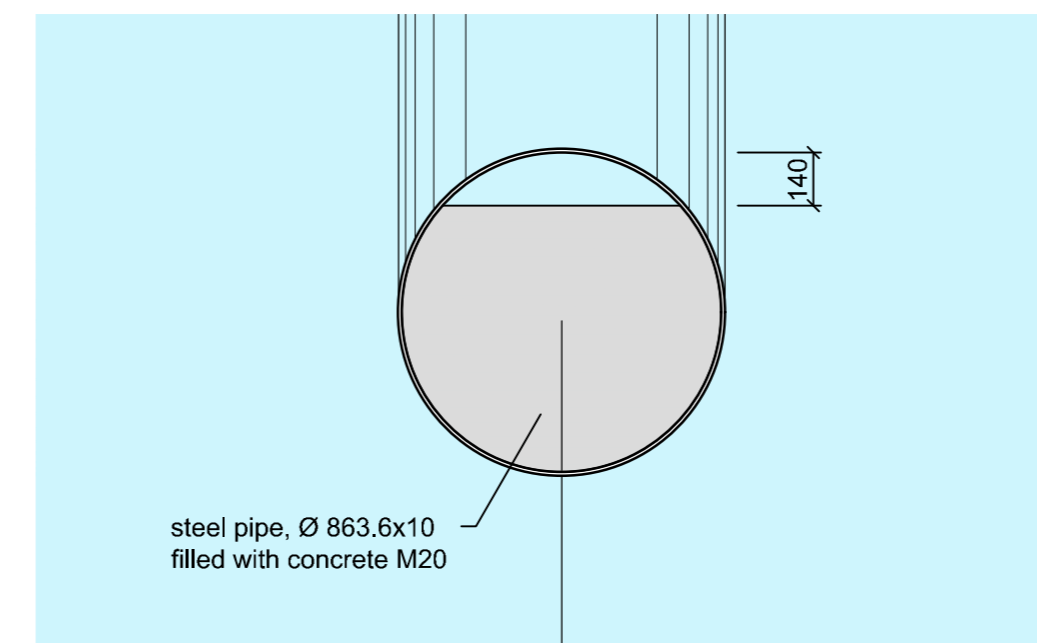
# Section A-A

1:100



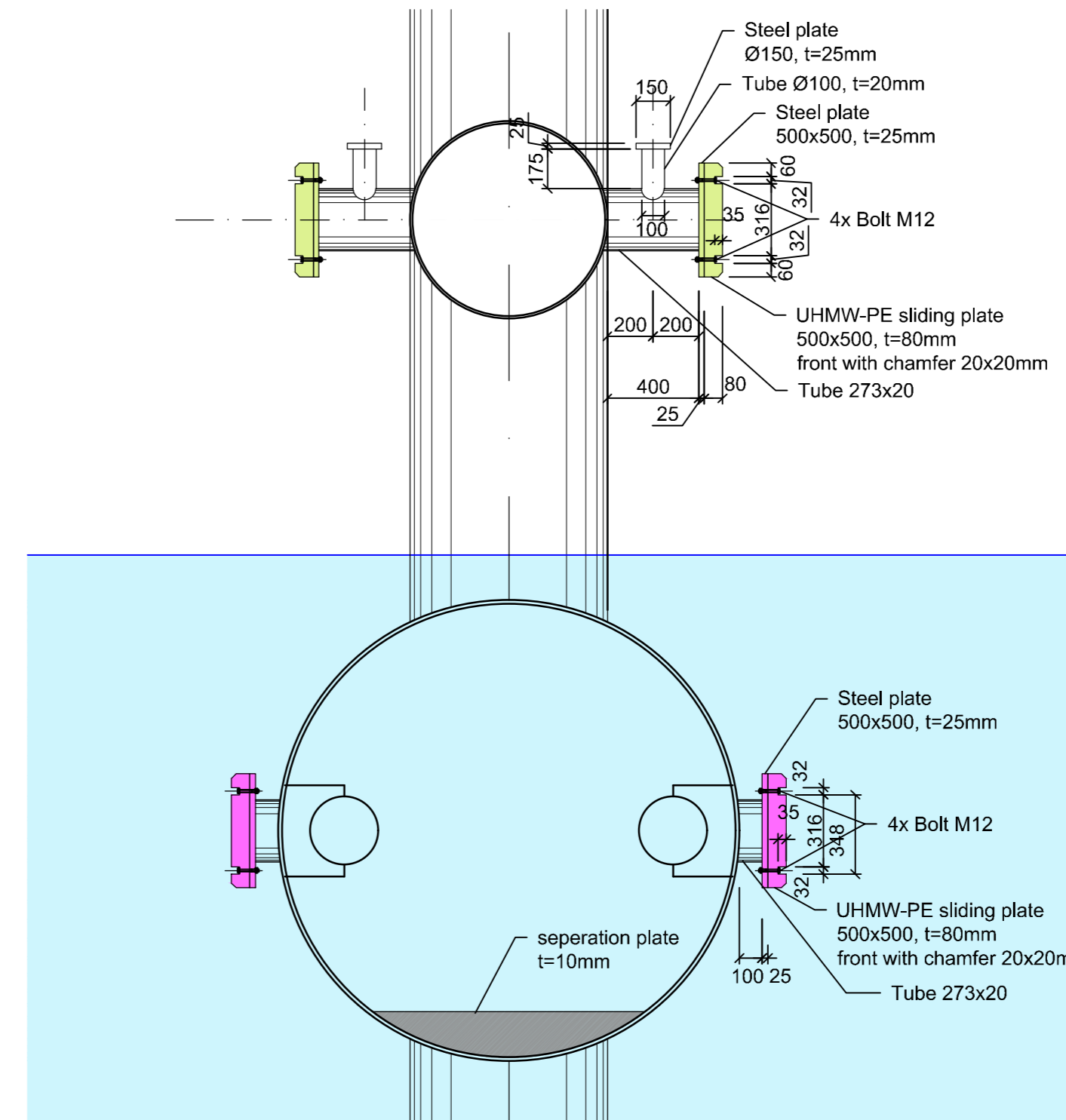
# Detail I

1:20



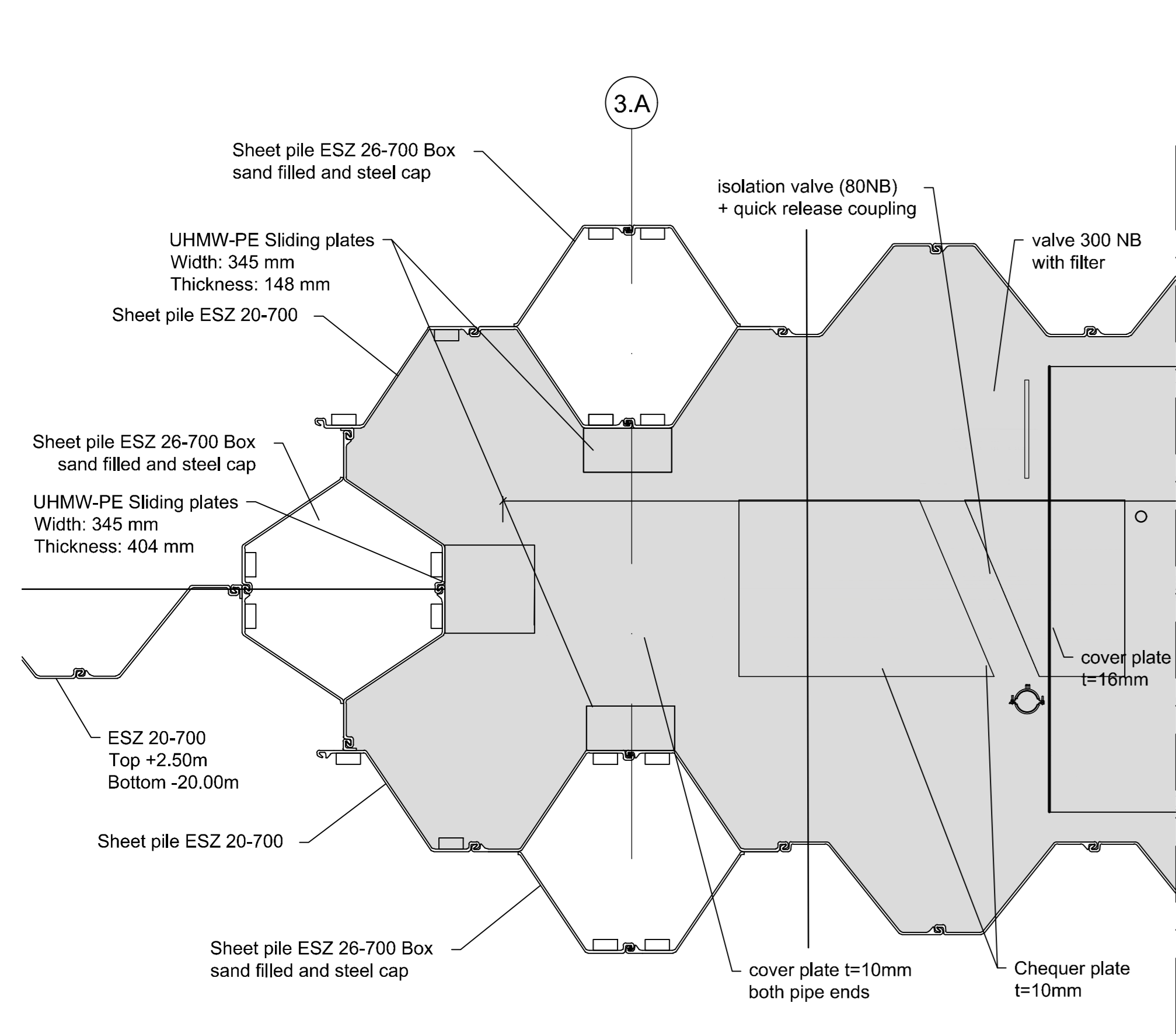
# Section F-F

1:25



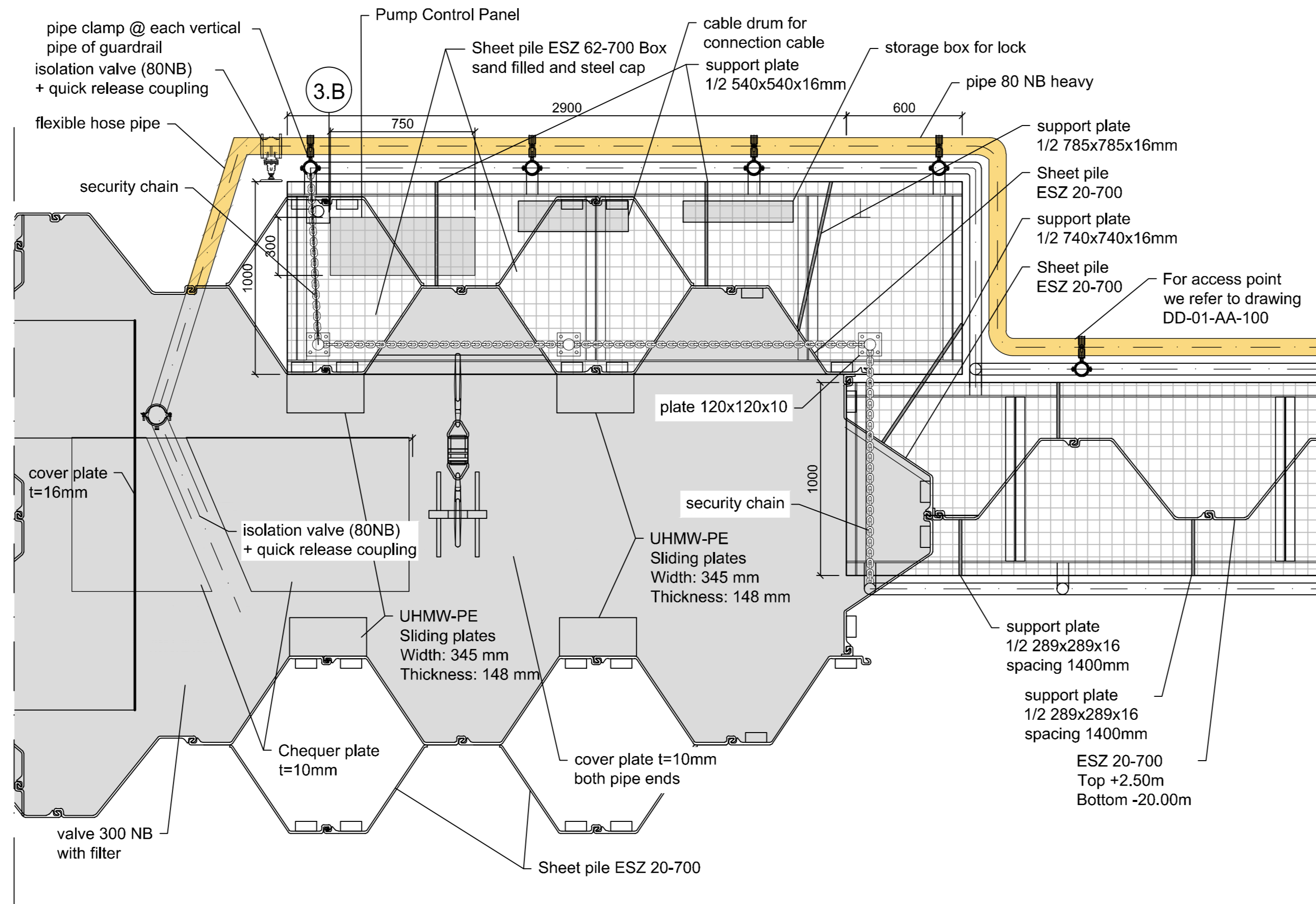
# Detail A

1:20



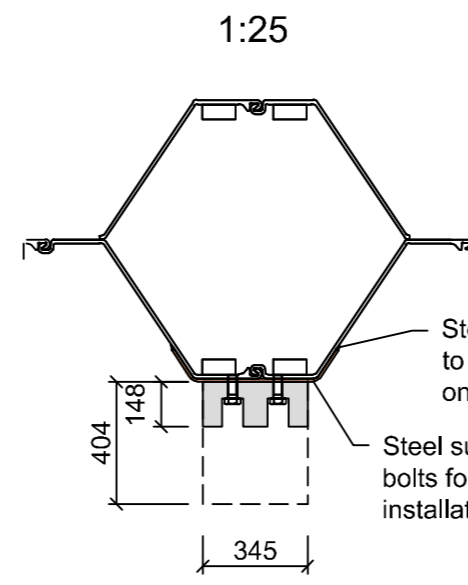
# Detail B

1:20



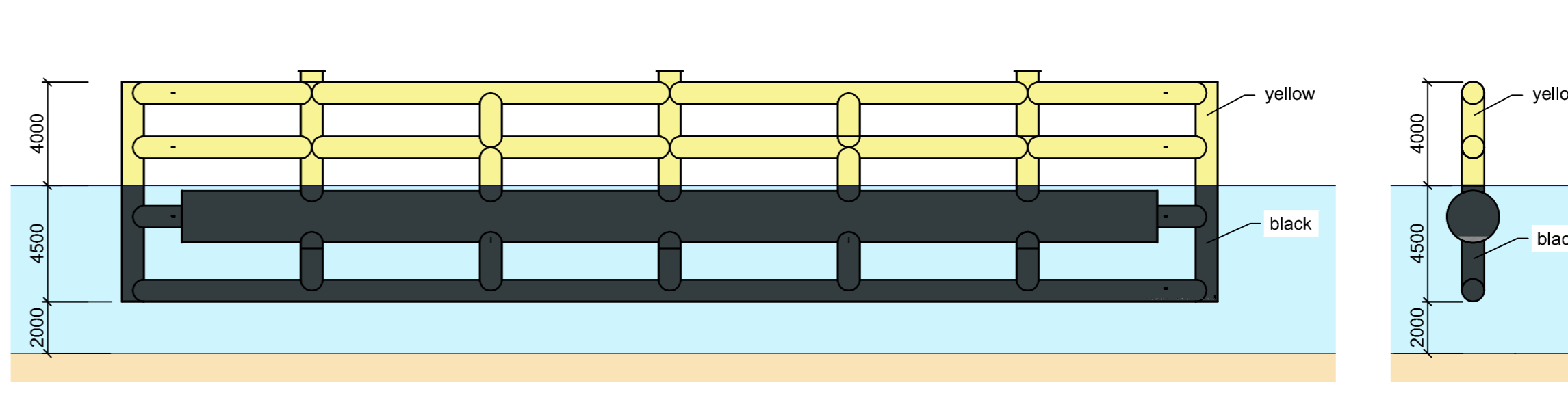
# Detail Alternative Sliding Panel Installation

1:25



# Colour scheme

1:200

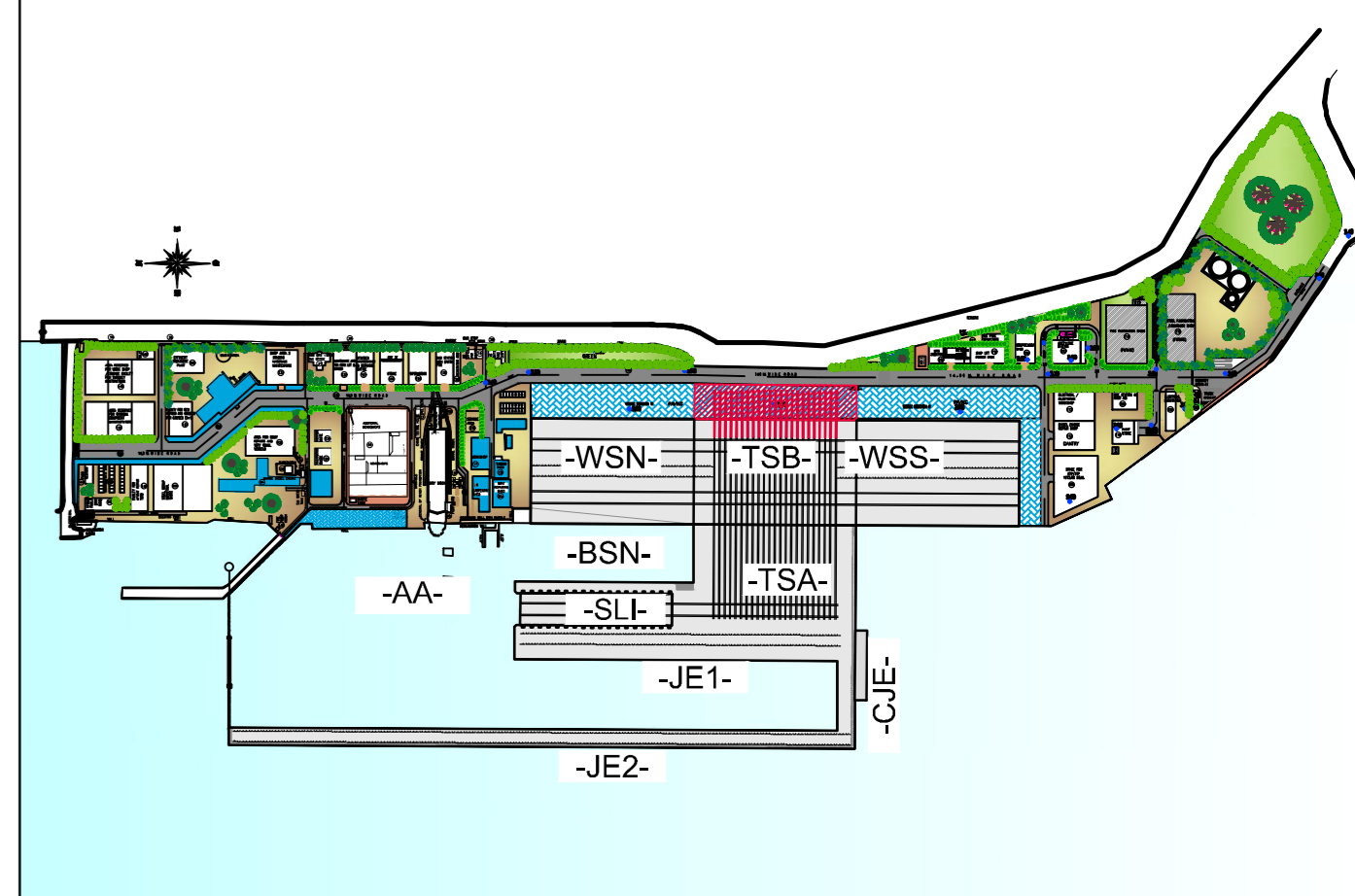


Estimated total floating gate weight is 135,331.82 kg (85,408.52 kg without concrete infill). The final weight of the floating gate is pending on the selected valves and other required accessories during preparation of the shop drawings.


Remark:

Scope split

- Floating Gate Manufacturer
  - Floating Gate
  - Look including storage box
  - Flexible hose pipe with quick release couplings
  - Connection cable with cable drum
  - Control panel
- CME Contractor
  - Completion of floating gate support structure
  - Walkway

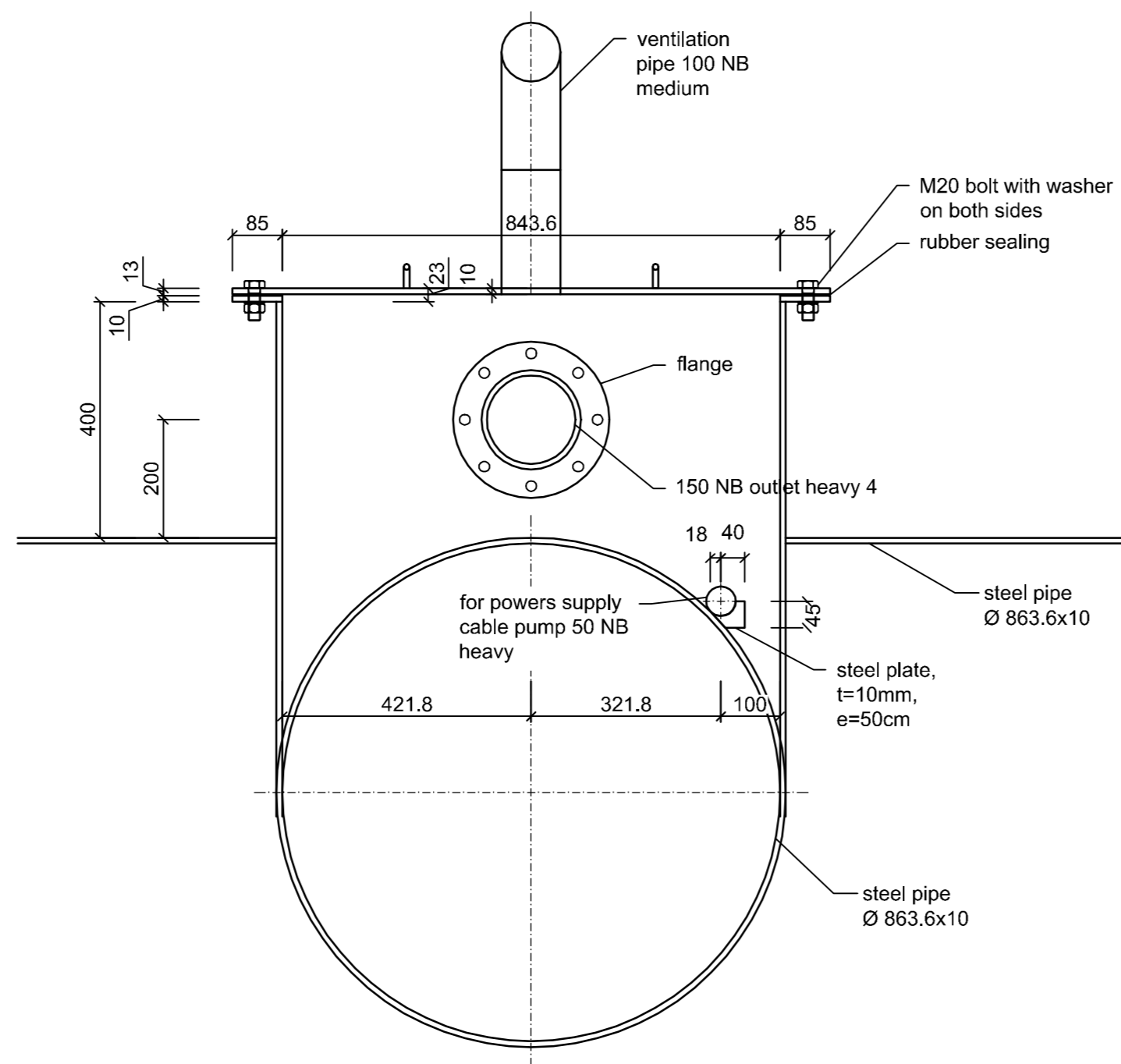


[All dimensions are in millimetres.  
[All levels are to Chart Datum (CD)]

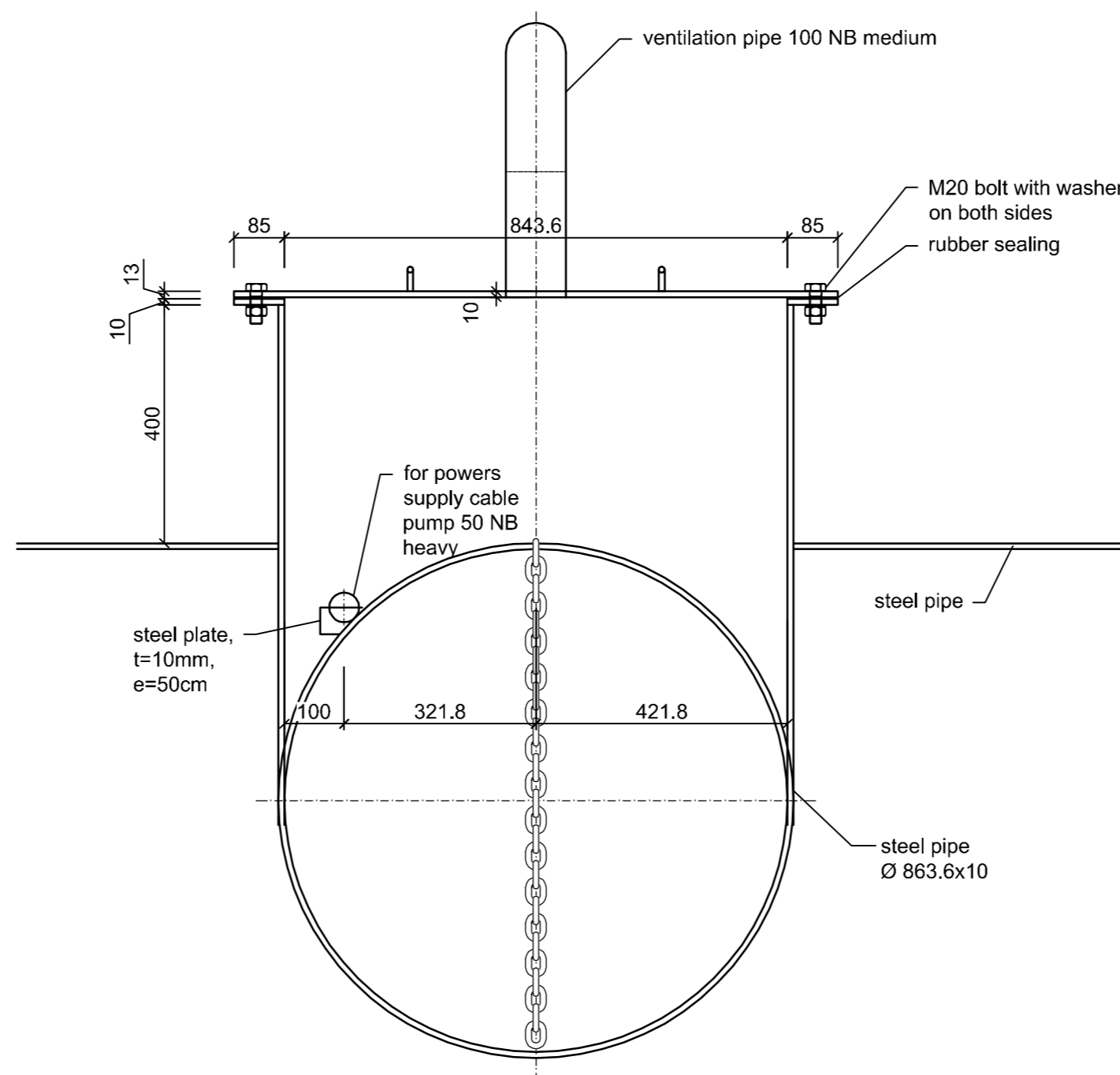
A	Exchange PVC sheet with Aluminium Sheets	06.10.2022	UH
No.	Description	Date	Name
Project: Development of International Ship Repair Facility at Cochin Port Trust			
Client: <div> Cochin Shipyard Limited</div>			
Phase: Tender Drawing			
Title: Floating Gate Overview			
Drawn:	01.08.2022	UH	
Designed:	01.08.2022	Marcus Kohl	
Approved:	01.08.2022	Marcus Kohl	
Sheet Size:	A3	Project No.:	2013-0296
Scale:	Drawing No.:		TD-02-FG-101
1: 100			
1: 20			
1: 10			
1: 5			
1: 2			

Detail D

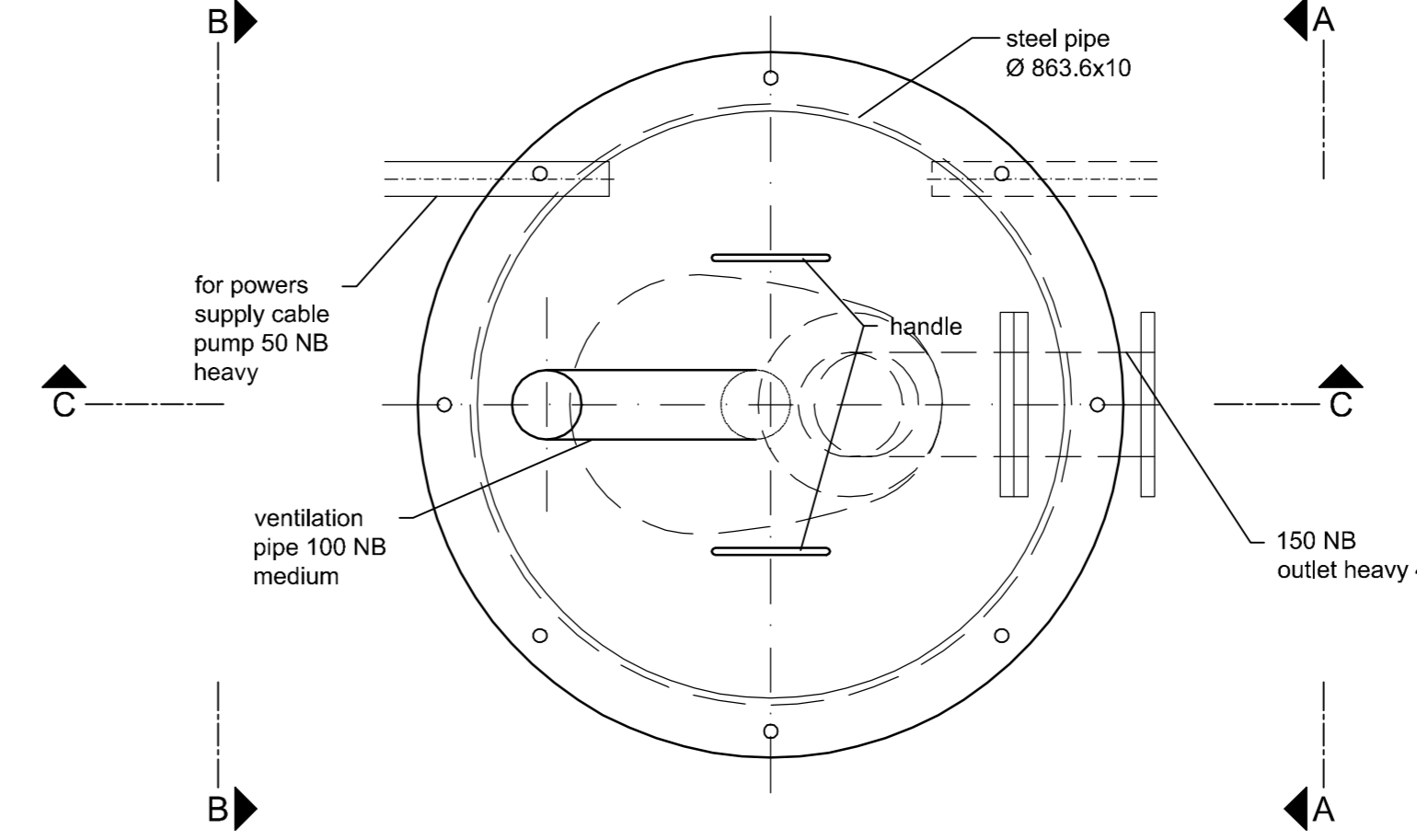
1:10  
Section A-A



Section B-B

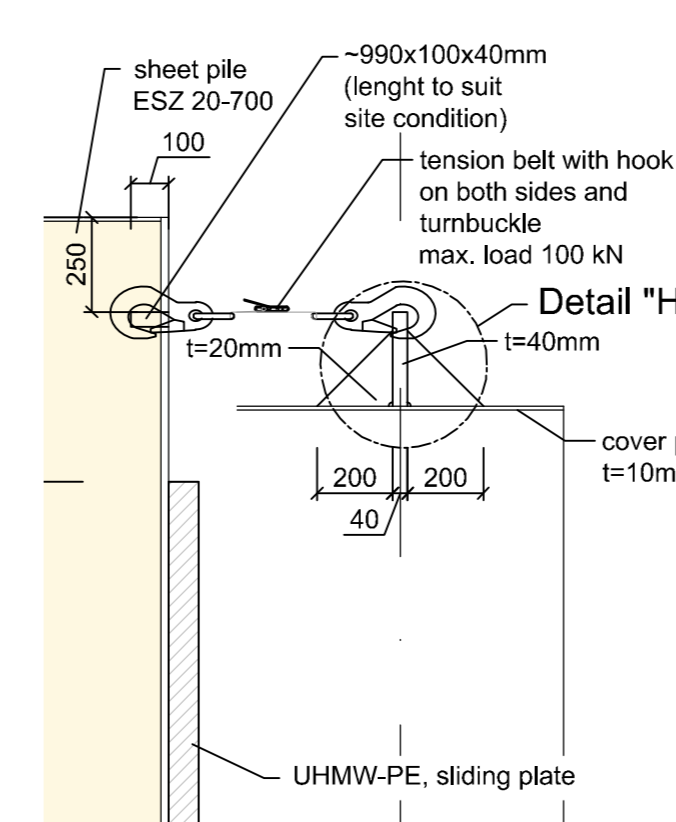


Top view

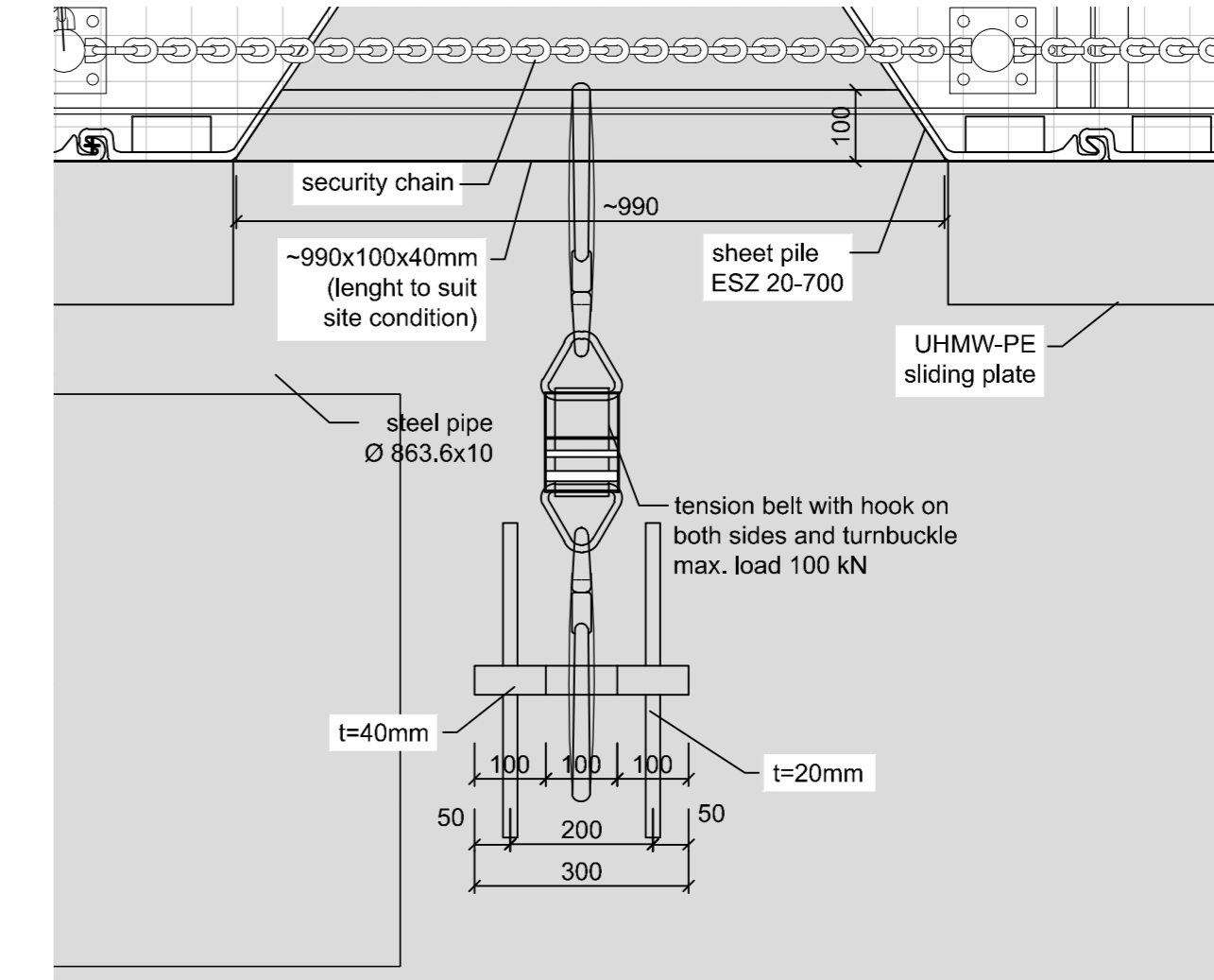


Detail G

Cross Section  
1:20

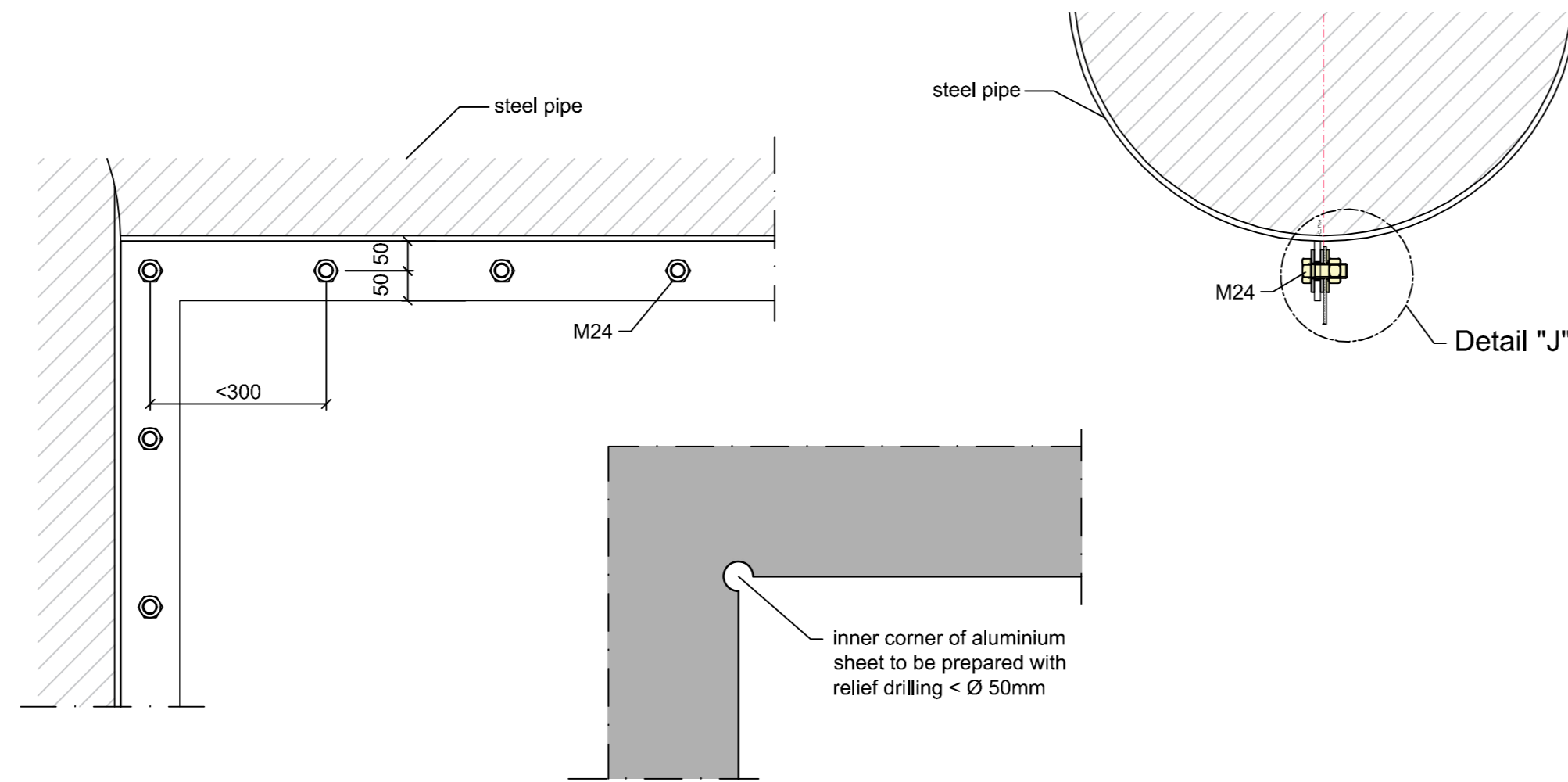


Top View  
1:10

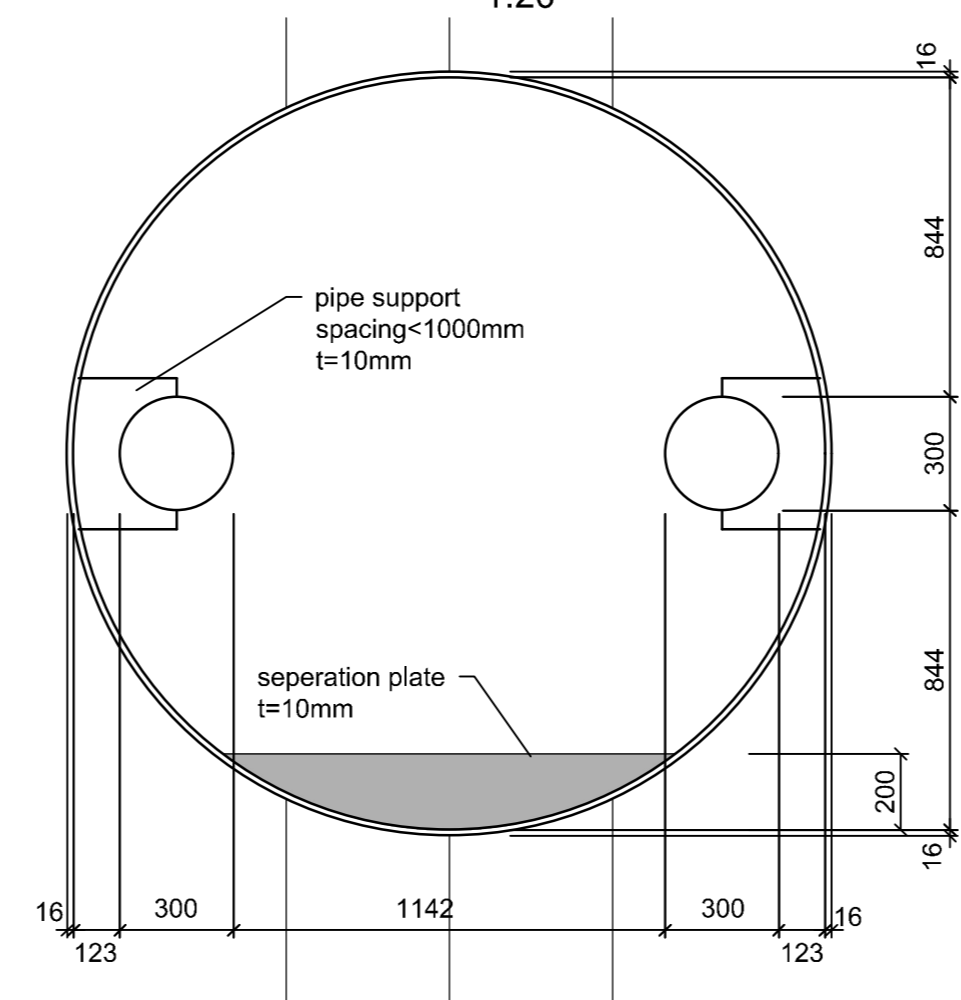


Detail

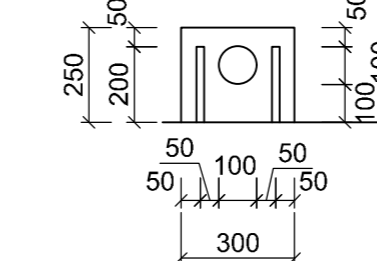
Aluminium sheet  
1:20



Detail filling pipes

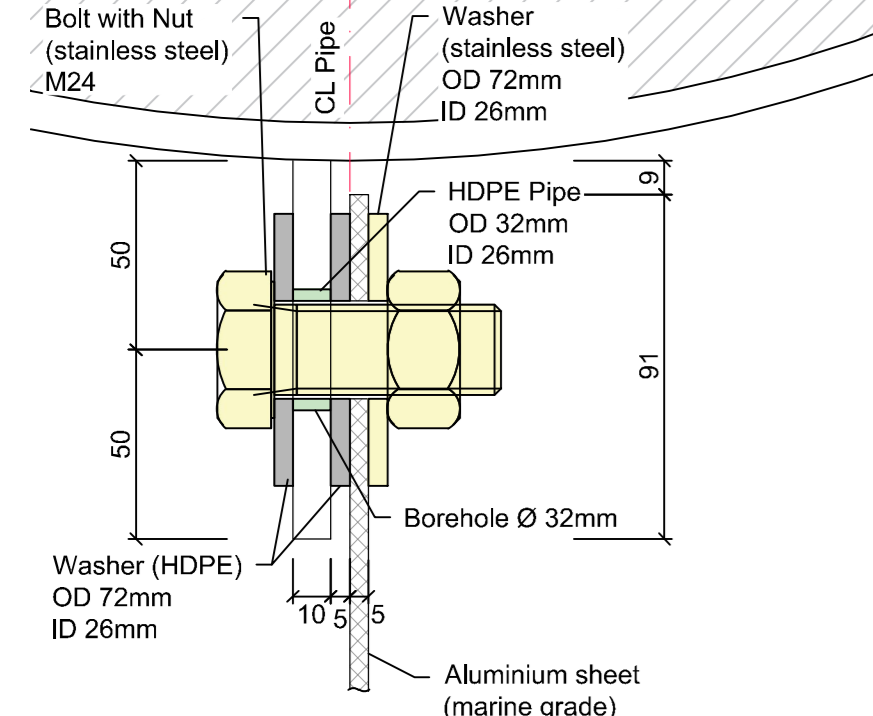


Detail H  
1:20



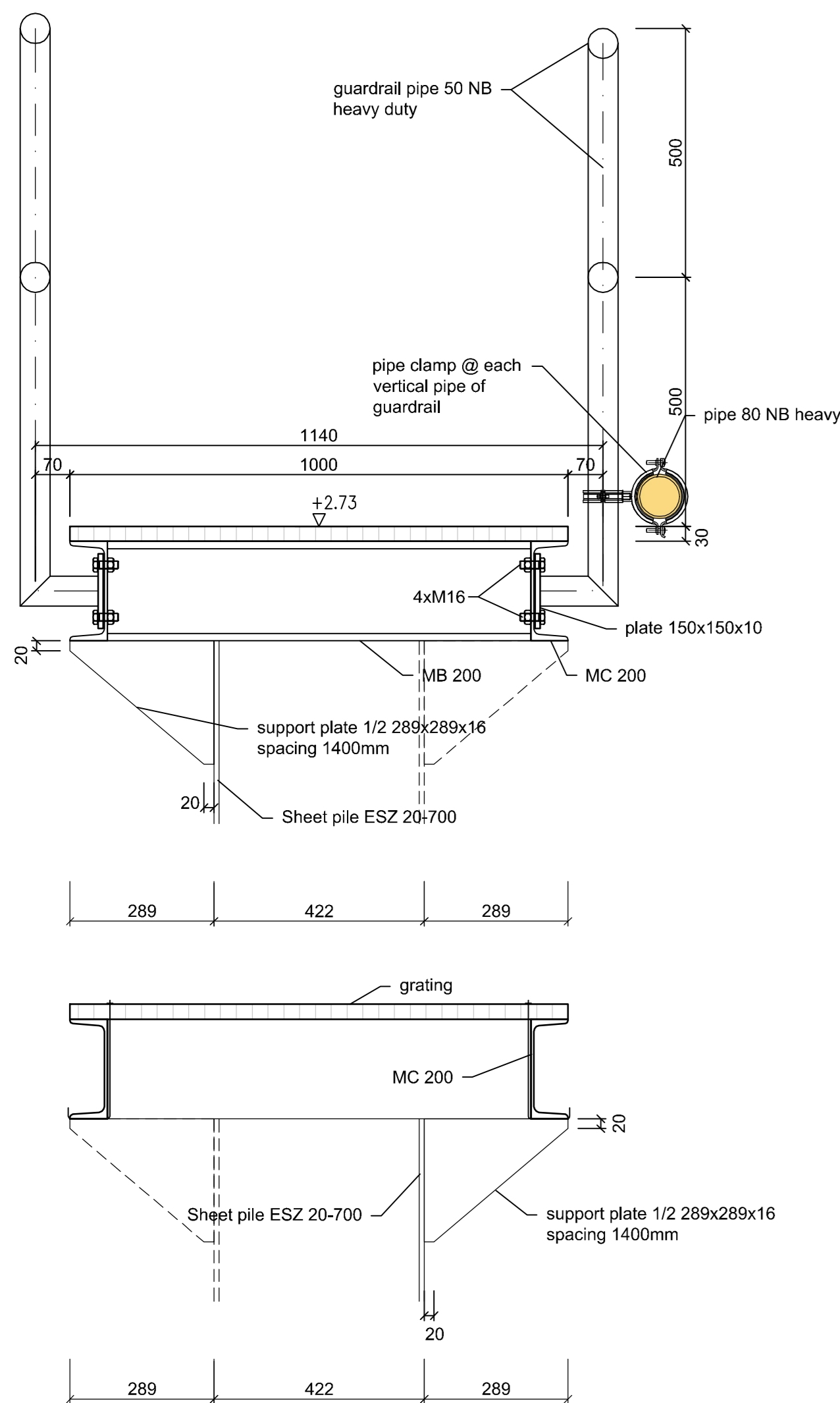
Detail J

1:2



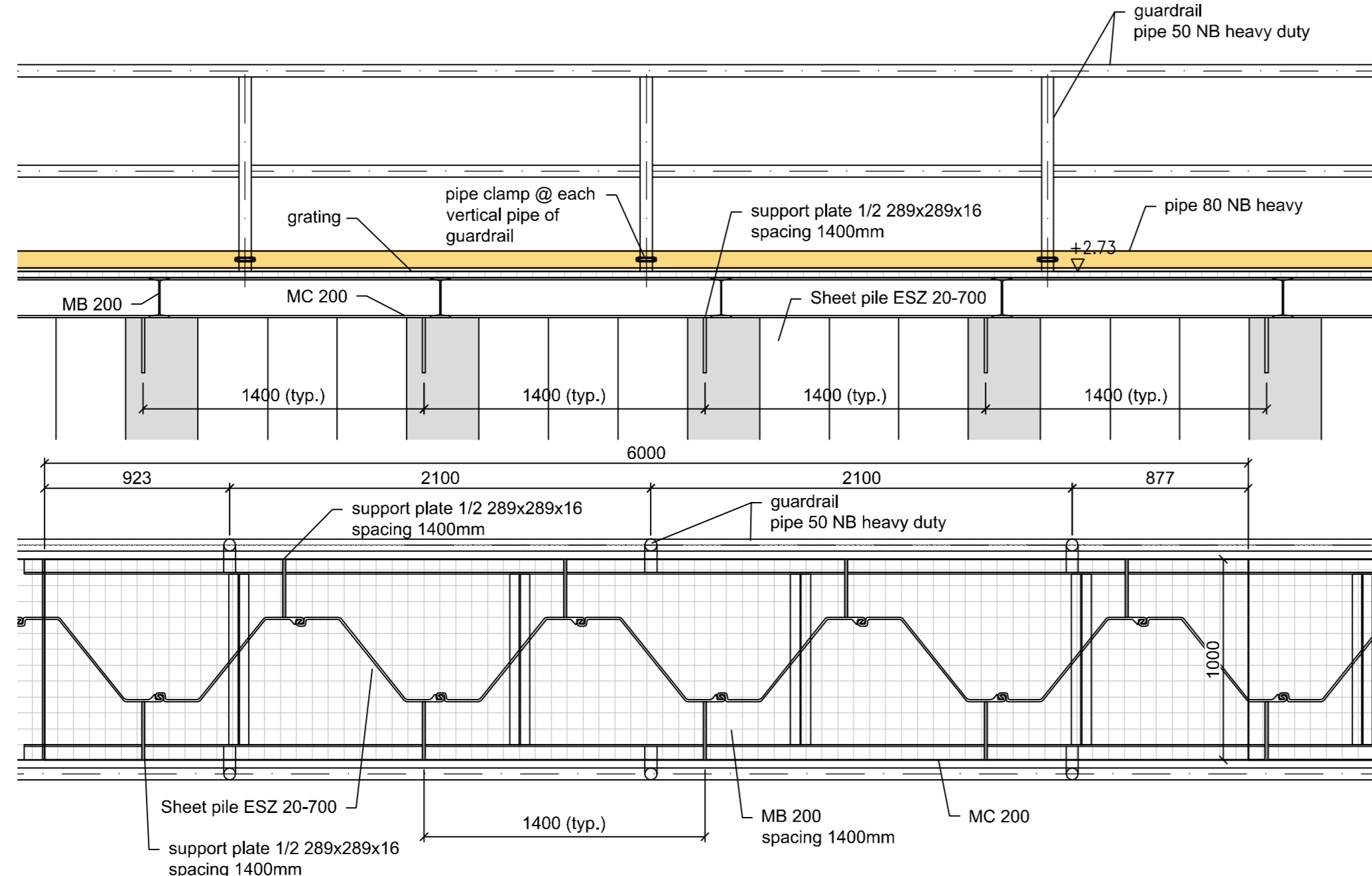
Walkway

1:10



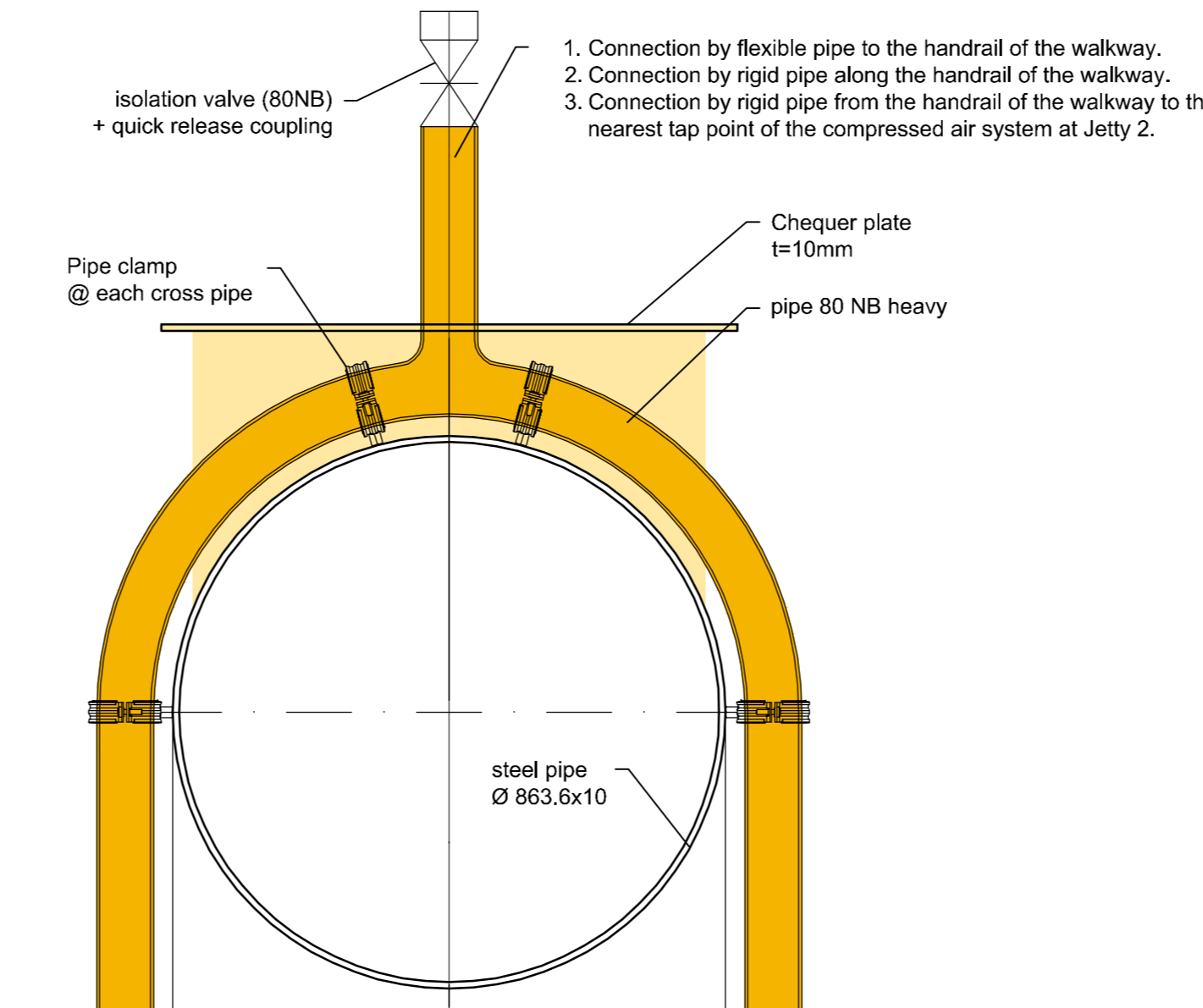
Walkway

1:25

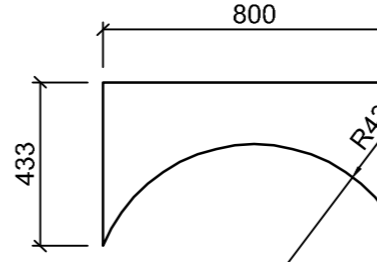


Detail E

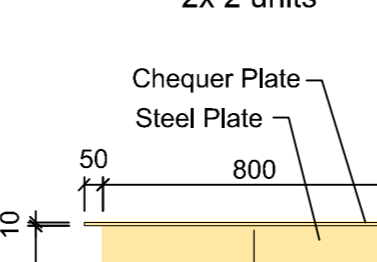
1:10



Steel Plate  
2x 5 units

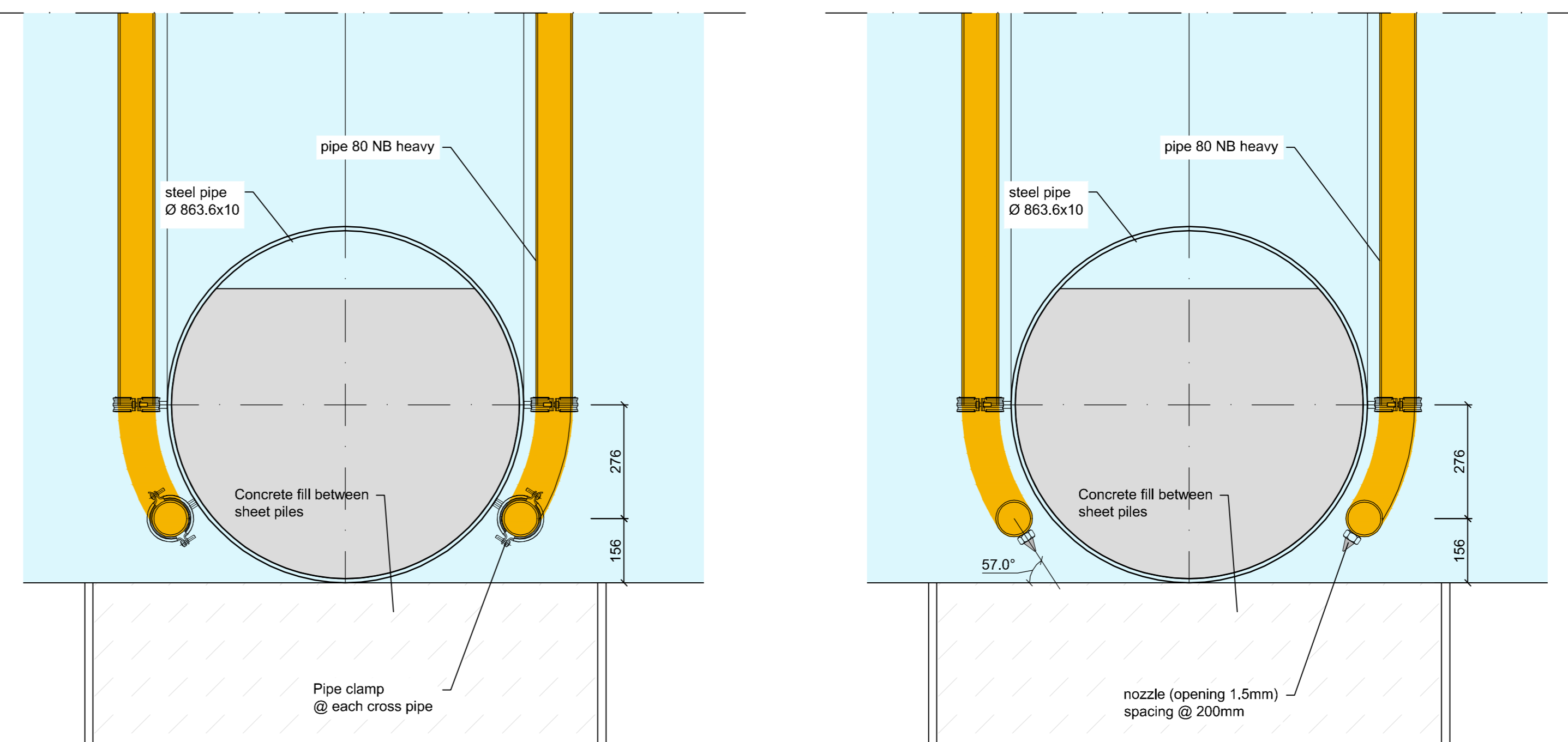


Steel Plate  
2x 2 units



Detail F

1:10

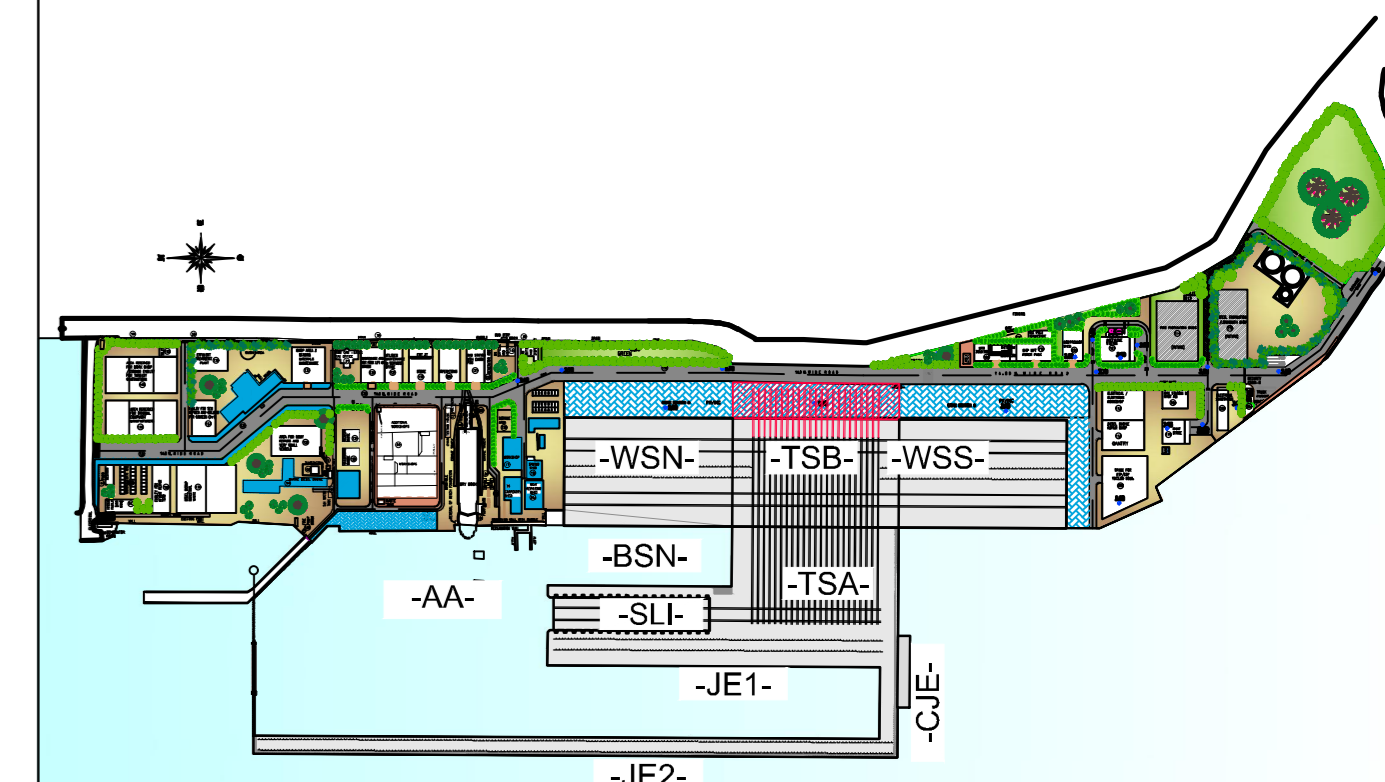


Estimated total floating gate weight is 135,331.82 kg (85,408.52 kg without concrete infill). The final weight of the floating gate is pending on the selected valves and other required accessories during preparation of the shop drawings.


Remark:

Scope split

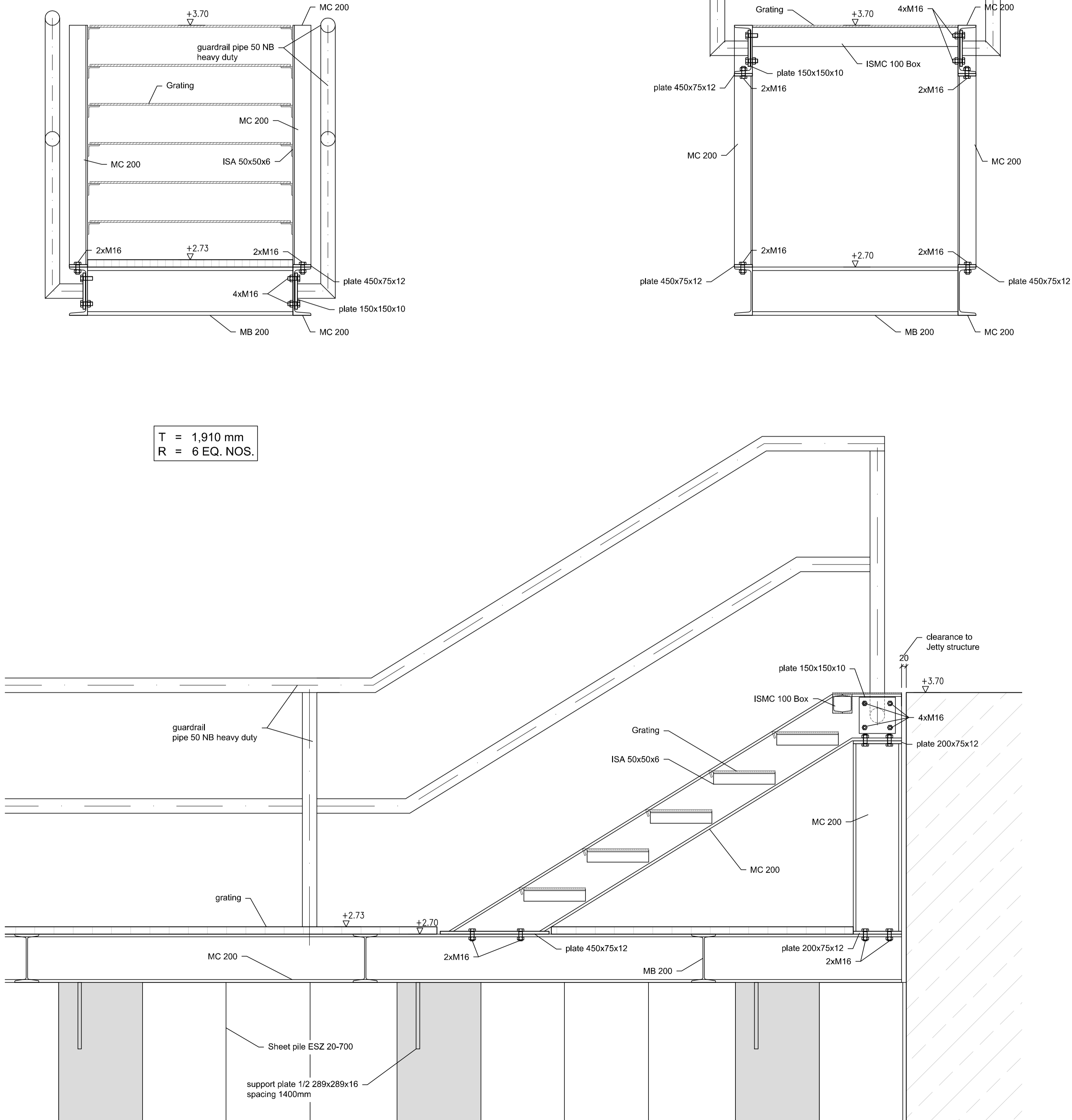
1. Floating Gate Manufacturer
  - Floating Gate
  - Look including storage box
  - Flexible hose pipe with quick release couplings
  - Connection cable with cable drum
  - Control panel
2. CME Contractor
  - Completion of floating gate support structure
  - Walkway



All dimensions are in millimetres.  
All levels are to Chart Datum (CD)

A	Exchange PVC sheet with Aluminium Sheets	06.10.2022		UH
No.	Description:	Date	Name:	
Project:				
Development of International Ship Repair Facility at Cochin Port Trust				
Client:				
		Cochin Shipyard Limited		
Phase:				
Tender Drawing				
Title:		Drawn:	01.08.2022	UH
		Designed:	01.08.2022	Mariusz Kohl
		Approved:	01.08.2022	Mariusz Kohl
		Sheet Size:	Project No.:	
A0		2013-0296		
Floating Gate Details		Scale:	Drawing No.:	
		1 : 100	TD-02-FG-200	
		1 : 20		
		1 : 10		
		1 : 5		
		1 : 2		

Stairs  
Walkway - Jetty 2  
1:10

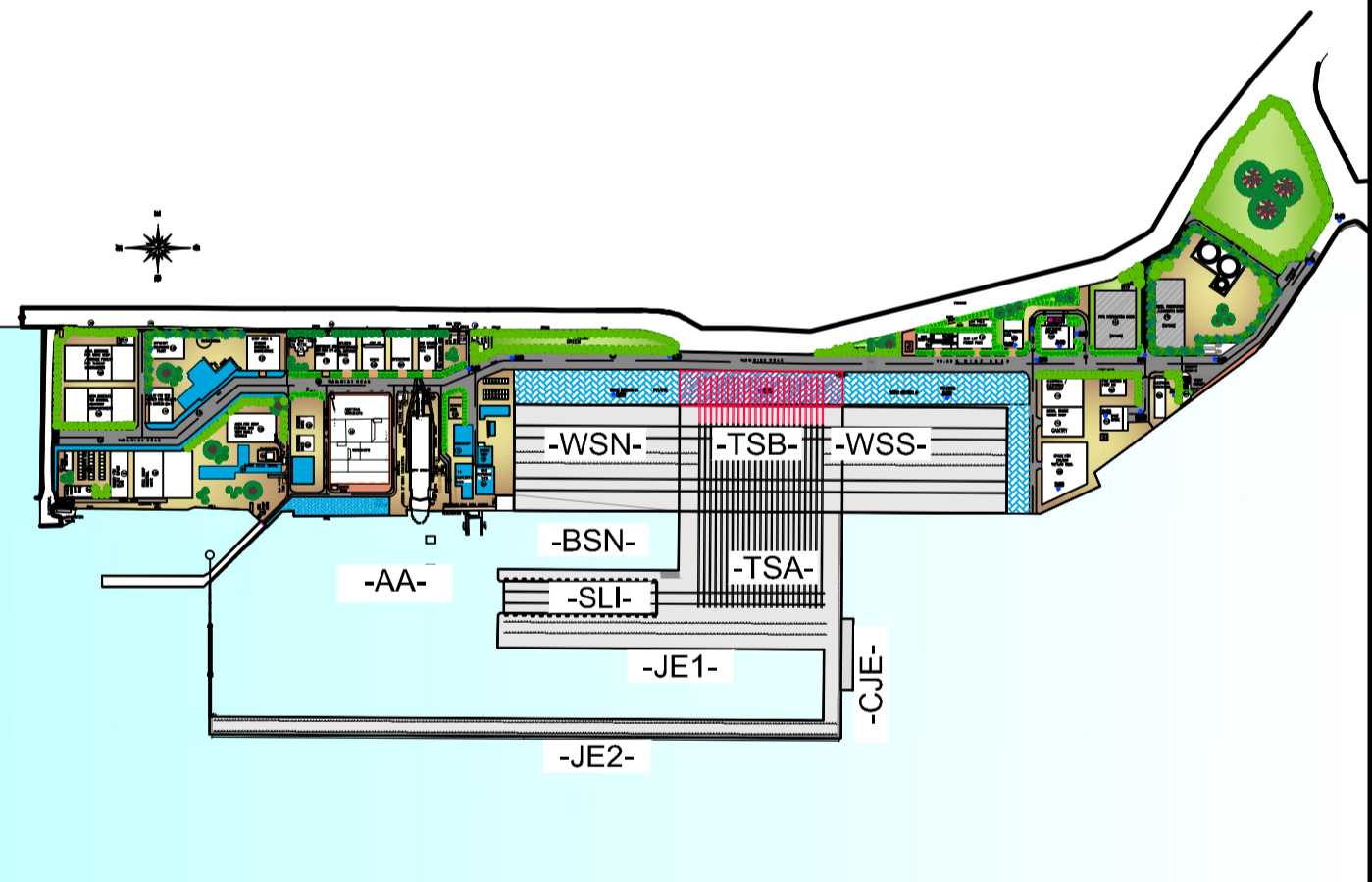


Estimated total floating gate weight is 135,331.82 kg (85,408.52 kg without concrete infill). The final weight of the floating gate is pending on the selected valves and other required accessories during preparation of the shop drawings.

Remark:


Scope split

1. Floating Gate Manufacturer
  - Floating Gate
  - Look including storage box
  - Flexible hose pipe with quick release couplings
  - Connection cable with cable drum
  - Control panel
2. CME Contractor
  - Completon of floating gate support structure
  - Walkway



All dimensions are in millimetres.

All levels are to Chart Datum (CD)

No:	Description:	Date:	Name:
Project:			
Development of International Ship Repair Facility at Cochin Port Trust			
Client:			
 Cochin Shipyard Limited			
Phase:		Drawn:	06.10.2022 UH
Tender Drawing		Designed:	06.10.2022 Marcus Kohl
		Approved:	06.10.2022 Marcus Kohl
Title:		Sheet Size:	Project-No.: 2013-0296
Floating Gate Stairs Walkway – Jetty 2		Scale:	Drawing-No.: TD-02-FG-201
		1 : 10	



# **TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE**

**TENDER NO: INFRA/ISRF/236/2022**

**VOLUME VIII**

**Standard Forms**

**COCHIN SHIPYARD LTD**

**COCHIN – 682 015**

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

**11 Nov 2022**



## Contents of Tender Documents

Volume I	Instructions to Bidders
Volume II	General Conditions of Contract
Volume III	Special Terms & Conditions
Volume IV	Particular Site Conditions and Requirements
Volume V	Technical Specification
Volume VI	Financial Part
Volume VII	Drawings
<b>Volume VIII</b>	<b>Standard Forms</b>



## Volume VIII – STANDRAD FORMS

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Annexure-2	APPLICATION LETTER	6
Annexure-3	POWER OFATTORNEY	7
Annexure-4	FINANCIAL DETAILS OF BIDDER	8
Annexure-5	STRUCTURE AND ORGANIZATION	9
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## STANDARD FORMS

### Annexure 1

Tender No: INFRA/ISRF/236/2022

### CHECK LIST

Bidder should compulsorily fill this check list and ensure that all details / documents as mentioned in the Tender Document is submitted along with their bid. Please Put Yes or No (Y/N) in the box and ensure compliance and specify the page no. of bid submitted.

Sl. No.	Item	Check Box (Y/N)	Page No of Bid Document
1	Submitted duly filled Checklist as per <b>Annexure-1</b>		
2	Submitted covering letter listing all the documents accompanying the bid		
3	Submitted cost of the Bid Document in the form in DD / Banker's Cheque / NEFT mode		
4	Submitted EMD for an amount of Rs. 6 lakhs in DD / Banker's Cheque / NEFT / BG mode		
5	Submitted Application letter as per <b>Annexure-2</b>		
6	Submitted duly filled Power of attorney ( <b>Annexure-3</b> ) in favour of signatory of bid documents		
7	Submitted supporting documents as mentioned at sub-clause no. 3.2 (ii) / (iii) of Volume-I (ITB)		
8	Attestation by authorized representative of bidder in all pages of offer		
9	Submitted notarized copy of duly filled format 'Financial details' as per <b>Annexure-4</b>		
10	Submitted notarized copy of audited Balance sheet and Profit & Loss account for the preceding 3 years.		
11	Submitted duly filled proforma 'Structure and Organisation' as per <b>Annexure-5</b>		
12	Submitted duly filled proforma 'Bidder's Equipment and Facilities' as per <b>Annexure-6</b>		
13	Submitted duly filled proforma 'Details of completed similar works during the last 7 years as per <b>Annexure-7</b>		



14	Submitted notarized copy of satisfactory documentary evidence in support of 'Technical Experience' as mentioned at sub-clause no. 10.3 (e) of NIT		
15	Submitted duly filled proforma 'Current commitments of the Bidder' as per <b>Annexure-8</b>		
16	Submitted duly filled proforma 'List of Key Personnel for the Execution of Work' as per <b>Annexure-9</b>		
17	Submitted fresh solvency certificate issued by Bidder's banker for an amount of Rs. 90 lakhs as per <b>Annexure-10</b>		
18	Submitted duly filled pre-contract Integrity Pact as per <b>Annexure-11</b>		
19	Submitted <u>un-priced</u> 'Schedule of Prices' as per <b>Annexure-13</b> in the techno-commercial bid		
20	Submitted 'Detailed Methodology & Work programme Schedule' as per <b>Annexure-19</b>		
21	Submitted Volume-III 'Special Terms & Conditions' duly filled indicating Bidder's compliance		
22	Submitted techno-commercial offer & Financial bid in separate closed envelopes. These two covers then shall be put in another cover and submitted as mentioned at sub-clause 5.3 of volume-I (Instructions to Bidders)		
23	Submitted PAN, GST , EPF, ESI details		
24	Submitted tender document including addendum / corrigendum, if any duly signed & sealed on all pages as token of acceptance of the tender terms & conditions in all respects.		



**Annexure 2**

**APPLICATION LETTER**  
(On Applicant's letter head)

(Date and Reference)

To  
Deputy General Manager (Infra Projects)  
Infra Projects Dept  
Cochin Shipyard Limited  
Perumanoor P O  
Kochi 682015

**Subject: TENDER FOR TURNKEY FABRICATION, INSTALLATION  
& COMMISSIONING OF FLOATING GATE FOR ISRF PROJECT**

**Ref: Tender No. INFRA/ISRF/236/2022 dated 11 Nov 2022**

Dear Sir,

With reference to your tender enquiry referred above, *We, (name of the applicant)* having examined all relevant documents and understood their contents, here by submit our Tender. It is confirmed and truly declared that:

1. All information provided in the Tender and in the appendices is true and correct.
2. We shall make duly available to CSL any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We are not under a declaration of ineligibility or put on holiday or blacklisted or terminated by CSL or Govt. of India / Any State in India / Other Public Sector Undertakings etc.
4. We are not the vendor subsidiaries / affiliates of the Consultant appointed for the ISRF project of CSL (Consortium of M/s Inros Lackner SE, Germany and M/s Tata Consulting Engineers Ltd., Mumbai).
5. We agree and undertake to abide by all the terms and conditions of the tender enquiry.
6. We confirm that no counter conditions or remarks are made in the Financial Part of this Bid.
7. The proposal validity is 60 days from the date of opening of technical part.
8. We have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)  
(Name and designation of the Authorized Representative)

Place:  
Date:

(Company Seal)



**Annexure 3**

**POWER OF ATTORNEY (NOTARISED)**

*(On Applicant's letter head)*

*(Date and Reference)*

To

General Manager (Tech & Infra Projects)

Infra Projects Department

Cochin Shipyard Limited

Perumanoor PO

Kochi 682015

**Subject: Power of Attorney**

Dear Sir,

We do here by confirm that Mr./Ms./Messrs \_\_\_\_\_  
(Name and Address) and whose signature is attested below is / are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender No. INFRA/ISRF/236/2022 dated 11 Nov 2022.

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

(Attested signature of Mr. \_\_\_\_\_)

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of: Signature, name and seal of the certifying authority

**Annexure 4****FINANCIAL DETAILS OF BIDDER (NOTARIZED)**

Sl. No.	Financial Year	Annual Turnover	Net worth	Profit After Tax (PAT)
1	2021-22			
2	2020-21			
3	2019-20			

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

**Certificate from the Chartered Accountant:**

This is to certify that \_\_\_\_\_ (Name of the Applicant) has received the payments shown above against the respective years and the net worth is as computed.

**Name of Authorized Signatory representing the Audit Firm:**

**Designation:**

**Name of firm: (Chartered Accountant)**

**(Signature of the Authorized Signatory)**

**Seal of the Audit firm**



**Annexure 5**

**STRUCTURE AND ORGANIZATION**

1. Name of Applicant:

Address:

Phone:

Fax:

Email:

Contact Details of Authorized representative:

Registered office address:

2. Description of company detailing various activities dealt by the firm:

3. Legal Status:

4. Date of Establishment:

5. Number of years of experience:

6. Please indicate here or attach an organization chart showing the company structure including the positions of key personnel:

7. Attach certified copy of the registered partnership deed in case of a Registered Partnership firm / Memorandum and Articles of Association in case of a Limited company:

Signature:

Name:

Designation:

(Company Seal)



## Annexure 6

### RESOURCES: BIDDER'S EQUIPMENT AND FACILITIES

**Name of Firm:**

On the basis of the information provided in the tender document, please indicate the details of the following:

- a) Technical details of the established fabrication facility (equipped with dry dock / floating dock / slipway / inflatable air bags for launching etc.) shall be enclosed. Details regarding previous launching carried out from the docking facility shall also be enclosed.

(In case bidder does not own docking facility, then the bidder may hire the same. In such case, a Memorandum of Understanding (MoU) or agreement between the bidder and the firm providing such facilities shall be submitted along with the offer). Suitability of dry docking facility for the launching of floating gate will be adjudged by CSL / Consultant. In this connection, if any clarification or additional data required, it is the responsibility of the bidder to substantiate their claim with satisfactory documentary supports. If required, CSL / Consultant may also visit the facility for obtaining first hand information. Decision taken by CSL / Consultant in this regard will be final and further consideration of the offer is subject to the satisfactory acceptance of the docking facility.

- b) Equipment and facilities considered by the firm to be necessary for undertaking the project.
- c) Fabrication facilities.
- d) Testing facilities
- e) Any other relevant aspects.

Signature:

Name:

Designation:

(Company Seal)



## Annexure 7

**DETAILS OF COMPLETED SIMILAR WORKS DURING THE LAST SEVEN YEARS ENDING 31<sup>st</sup> MARCH, 2022 (NOTARIZED)**

Name of Firm:

Sl. No.	Client's complete address including details of Contact person with phone no. & email ID	Description of work	Value of contract	Duration		Ref. no & date of work order & work completion certificate	Remarks
				From	To		

Signature:

Name &amp; Designation:

Company seal:

Date:

**Note:** Bidder to enclose the notarized copy of work order / letter of Acceptance and completion certificate issued by the Client, certified by a Notary public or equivalent certifying authority.



**Annexure 8**

**CURRENT COMMITMENTS OF BIDDER**

<b>Sl No.</b>	<b>Name of work</b>	<b>Total contract value</b>	<b>Scheduled date of completion</b>	<b>Percentage completion as on date</b>	<b>Expected date of completion</b>

Signature:

Name & Designation:

Company seal:

Date:



**Annexure 9**

**LIST OF KEY PERSONNEL FOR THE EXECUTION OF WORK**

<b>Sl. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>

Signature:

Name & Designation:

Company Seal:

Date:



Tender No: INFRA/ISRF/236/2022

### **SOLVENCY CERTIFICATE**

To,  
**Cochin Shipyard Limited**  
**Perumanoor PO**  
**Kochi 682015**  
**Kerala, India**

**NAME OF WORK: “TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF  
FLOATING GATE FOR ISRF PROJECT”**

This is to state that to the best of our Knowledge and information that,.....(Name of the company) having registered office address..... is customer of bank and has been maintaining his accounts with our branch since ..... As per records available with the bank, Name of the company can be treated as solvent up to a limit of Rs. 90 Lakhs.

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Signature:

Name & Designation of the officer:

Bank seal:

Date:

*Note: This certificate shall be issued on the letter head of the bank*



## Annexure 11

### PROFORMA OF PRE CONTRACT INTEGRITY PACT

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

#### **General**

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

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

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

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

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

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

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

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

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

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or



for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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

### **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.



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



- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

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

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

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

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft of Pay Order in favor of CSL.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2** The Earnest Money if applicable/Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.



**5.3** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**5.4** No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be



entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which 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 middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

## **7. Fall Clause**

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



## **8. Independent Monitor**

- 8.1** The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- (i) Shri. Om Prakash Singh, IPS (Retd.),  
Flat No. D-801, Prateek Stylome,  
Sector-45, Noida,  
Uttar Pradesh – 201301  
Mob: 9818564455  
Email: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)
- (ii) Shri. Jagadip Narayan Singh, IAS (Retd.),  
C-54, Bharatendu Harischandra Marg,  
Anand Vihar, Delhi – 110092.  
Mobile: 9978405930  
Email: [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)
- 8.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6** The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7** The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL / Secretary in the Department/ within 8 to 10 weeks from the date of reference or



intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**10.2** A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

**11. Other Legal Actions**

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

**12. Validity**

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

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

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

**PRINCIPAL**

Name of the Officer

Designation

**BIDDER**

CHIEF EXECUTIVE OFFICER



Dept./MINISTRY/PSU

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 12**

**PRE-BID QUESTIONNAIRE**

<b>Sl. No.</b>	<b>Reference clause</b>	<b>Page No.</b>	<b>Description</b>	<b>Tenderer Suggestion / Query</b>	<b>CSL Reply</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signature:

Name:

Designation:

Company:

(Company Seal)

**SCHEDULE OF PRICES****TENDER No. INFRA/ISRF/236/2022 dated 11 Nov 2022**

Sl. No.	Description	Quantity	Unit	Amount in figures (INR)	Amount in words (INR)
1	TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE COMPLETE IN ALL RESPECTS AS PER TECHNICAL SPECIFICATION, DRAWINGS, FINANCIAL PART & OTHER TENDER DOCUMENTS AND AS PER THE DIRECTIONS OF ENGINEER / CONSULTANT.	1	LS		
ADD GST @ 18%					
GRAND TOTAL					

**Note:**

- 1) No change in the bid format is acceptable.
- 2) In case of discrepancy exists between the “numerical value” and the rate “in words”, the rate “in words” shall be taken as correct and the total amount adjusted accordingly.
- 3) In case of calculation mistake, the lumpsum amount quoted in words shall be taken as correct and the remaining tabulation shall be modified accordingly.

Signature &amp; Address of the contractor:

Seal:

Date:



## FORMAT OF CONTRACT AGREEMENT

**(On Kerala state stamp paper of suitable value)**

**THIS AGREEMENT MADE ON ..... 2022 BETWEEN THE GENERAL MANAGER (TECH & INFRA PROJECTS), COCHIN SHIPYARD LIMITED, COCHIN-15 on behalf of Cochin Shipyard Limited (hereinafter called the “Engineer”) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office on one part of and..... (hereinafter called “CONTRACTOR”) on the other part. WHEREAS THE ENGINEER is desirous that certain work should be done viz. “TURNKEY FABRICATION, INSTALLATION & COMMISSIONING OF FLOATING GATE FOR ISRF PROJECT, COCHIN” and had accepted the tender by the Contractor for the construction, completion & guarantee of such work, NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words & expression shall have the same meaning as respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form part and be read and construed as part of this agreement viz.
  - a) CSL letter of Acceptance
  - b) All letters from contractor
  - c) All letters by CSL.
  - d) Offer submitted by Contractor
  - e) Tender Enquiry by CSL.
3. In consideration of the payment to be made by the General Manager (Tech & Infra projects) to \_\_\_\_\_ (hereinafter called the contractor) hereby covenants with the General Manager (Tech & Infra projects) to construct, complete and guarantee the work in conformity in all respects, with the provisions of contract.
4. The Deputy General Manager (Infra projects) hereby covenants to pay the contractor the contract price, in consideration of the construction, completion & guarantee of the work at the time and in the manner prescribed by the contract.
5. In witness where of the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hand & seals) the day and year first above written.



6. The common seal of the General Manager (Tech & Infra projects), Cochin Shipyard Limited, Kochi-15 affixed and General Manager (Tech & Infra projects) has signed.

For Cochin Shipyard Limited,

Signed & Sealed by Contractor: -

In the presence of:-

1.

2.



**TENDER No. INFRA/ISRF/236/2022 dated 11 Nov 2022**

**FORM OF BANK GUARANTEE TOWARDS EMD**

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

This deed of GUARANTEE made on .....day of .....Two thousand twenty two ..... Between CSL on the one part and .....

(Name and address of the bank) of the other part is as follows:-

In consideration of the CSL having allowed M/s..... (Herein after referred to as 'the Contractor') to submit Tender No..... to them without Earnest Money according to the conditions of such Tender Notification, We.....(here enter the name of 'the Bank') a Company incorporated under the .....Act and having its registered office at .....(hereinafter referred to as 'the bank') undertake to pay to CSL on demand at Cochin the sum of money payable as Earnest Money in respect of the Tender No.....made by the Contractor in case the Contractor withdraws the tender before the date of firmness stipulated or when the tender is accepted by or on behalf of the CSL the Contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by the CSL or otherwise commits any breach of the terms and conditions of the tender.

We, .....Bank Guarantee to pay the amount due and payable under this guarantee without any demur merely on demand from the CSL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The liability of the surety shall be restricted to Rs .....

(Rs.....only)

This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance or the contract between the Contractor and the CSL or any neglect indulgence or forbearance by the CSL.

This guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till the CSL certifies that the terms and conditions of the said



tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for Six Months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the Bank within Six Months after the said period in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

The decision of the General Manager (Tech & Infra Projects), CSL as to whether the occasion or the ground has arisen for the demand of the surety form Bank shall be final. The CSL shall be at liberty to act as though the Bank were the principal debtor.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CSL in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

In witness where of we have here unto set our hand and seal this.  
.....day of.....  
.....Two thousand and .....

Place:

Date:

Witnesses: 1.

2.



**Annexure 16**

**FORM OF BANK GUARANTEE TOWARDS ADVANCE PAYMENT**

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO, COCHIN 682 015.

In accordance with the Conditions of Contract No. .... dated ....(hereinafter called the Contract) for the supply/work of ..... (Name of the item), M/s. ....(Name and address of Contractor) (hereinafter called the Contractor) shall deposit with COCHIN SHIPYARD LTD, COCHIN, a bank guarantee to guarantee his advance payment under the Contract for an amount of ..... (amount of Guarantee) ..... (in words).

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

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Contractor on his account number \_\_\_\_\_ [account number in IBAN-format] at \_\_\_\_\_ [name and SWIFT address of account-holding bank].

NOW THEREFORE we ..... (Name of the Bank) having its Head Office at ..... (Address of Head Office) and acting through its branch office at ..... (Address of the executing branch) (hereinafter called "the Bank") as instructed by the Contractor, agree irrevocably to guarantee the payment to COCHIN SHIPYARD LTD, COCHIN, in the amount not exceeding..... (Amount1 of Guarantee)..... only (in words).

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

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between COCHIN SHIPYARD LTD, COCHIN and the contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or



modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the fulfillment of the contractual obligations in respect of which this BG is issued by the contractor.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed -----only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before .....(validity date).

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

Yours truly,

Signature and seal of the

guarantor:.....

Name of Bank:.....

Address: .....

Date:.....

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



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

To  
COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO, COCHIN 682 015

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

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

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

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

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

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree



that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....  
(..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before  
..... (validity date) .

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

Yours truly,

Signature and seal of the guarantor:.....

Name of Bank:.....

Address: .....

Date:.....

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



**Annexure 18**

**FORMAT FOR REFERRING CASES TO GRIEVANCE REDRESSAL COMMITTEE**

Name of Contract	
Value of Contract	
Name and Designation of the applicant	
Address of applicant	
Contact no of applicant (a) Mobile (b) Landline	
Name of Company/Firm represented by the applicant	
Address and contact no of the company /firm	
Copy of board resolution duly attested and notarized authorizing the applicant to represent the company/firm in the grievance redressal procedure, negotiate and to accept any settlement/thereon or Copy of Duly attested power of attorney authorizing the applicant to represent the company/firm in the grievance redressal procedure, negotiate and to accept any settlement thereon.	
Details of ID proof of the applicant(Attested copy of the id proof to be enclosed)	
Brief details of the contract	
Name of the department of CSL overseeing the contract	
Name of the CSL officer dealing with the contract	
Gist of the Grievance	



**DETAILED METHODOLOGY & WORK PROGRAMME SCHEDULE**

**TENDER No. INFRA/ISRF/236/2022 dated 11 Nov 2022**

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the turnkey fabrication, installation & Commissioning of the floating gate, along with a programme schedule showing sequence of operation and the time frame for various stages of temporary and permanent works.

Signature:

Name & Designation:

Company Seal:

Date: