

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

पोत निर्माण प्रभाग/SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज़/TENDER DOCUMENT

TENDER NO. SB-OSD/MPV/885/2024 Dtd 14-08-2024

**HULL BLOCK FABRICATION, OUTSIDE CSL FOR TWO MULTI-
PURPOSE VESSELS (MPV) (SH.035 & SH.036)**

AUGUST - 2024



विषय - सूची / CONTENTS

क्र.सं. Sl.No.	विवरण DESCRIPTION	संदर्भ REFERENCE
1	निविदा सूचना TENDER NOTICE	
2	जांच के नियम और शर्तें TERMS & CONDITIONS OF ENQUIRY	अनुलग्नक ANNEXURE I
3	सामान्य शर्तें GENERAL CONDITIONS	अनुलग्नक ANNEXURE II
4	कार्यों का विषय क्षेत्र/ तकनीकी विनिर्देश SCOPE OF WORKS / TECHNICAL SPECIFICATION	अनुलग्नक ANNEXURE III
5	वाणिज्यिक जांच सूची COMMERCIAL CHECK LIST	अनुलग्नक ANNEXURE IV
6	मूल्य बोली प्रारूप PRICE BID FORMAT	अनुलग्नक ANNEXURE V
7	अखंडता समझौता INTEGRITY PACT	अनुलग्नक ANNEXURE VI
8	बयान DECLARATION	अनुलग्नक ANNEXURE VII
9	अनुपालन के लिए मैट्रिक्स COMPLIANCE MATRIX	अनुबंध APPENDIX A
10	क्षतिपूर्ति बांड INDEMNITY BOND	अनुबंध APPENDIX B
11	वित्तीय क्षमता के लिए प्रारूप FORMAT FOR FINANCIAL CAPABILITY	अनुबंध APPENDIX C
12	गैर-प्रकटीकरण समझौता NON-DISCLOSURE AGREEMENT	अनुबंध APPENDIX D
13	प्रदर्शन मूल्यांकन प्रपत्र PERFORMANCE EVALUATION FORM	अनुबंध APPENDIX E
14	प्रासंगिक चित्र RELEVANT DRAWINGS	अनुबंध APPENDIX F

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

निविदा सूचना / TENDER NOTICE

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग

OUTSOURCING DEPARTMENT

SB-OSD/MPV/885/2024

14th AUGUST - 2024

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/MPV/885/2024 Dtd:14.08.2024
कार्य का नाम Name of work	HULL BLOCK FABRICATION, OUTSIDE CSL FOR TWO MULTI-PURPOSE VESSELS (MPV) (SH.035 & SH.036)
निविदाएं प्राप्त करने की अंतिम तिथि और समय Last date & time of receipt of Tenders (भाग/Part I – तकनीकी-वाणिज्यिक बोली और भाग - II मूल्य बोली/ Techno-Commercial Bid & Part II-Price Bid)	5 th September - 2024 at 15.00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	23 rd August - 2024 at 11.00 Hrs IST
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	5 th September - 2024 at 15.30 Hrs IST
संपर्क व्यक्ति Contact Person	<u>For Commercial queries:</u> Mr. Adarsh S, Mob No : 87146 30926, AM (Outsourcing Department) <u>For Technical queries:</u> Mr. Joby Varghese, Mob. No: 9895705110, AGM (Hull Fabrication - II)

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

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

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

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

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

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

3. निविदा के कार्यक्षेत्र के विस्तार पर चर्चा करने के लिए निविदा पूर्व बैठक दिनांक **23.08.2024** को सीएसएल के योजना सम्मेलन कक्ष में पूर्वाह्न **11.00** बजे से आयोजित की जाएगी। पूर्व निविदा बैठक में भाग लेने के इच्छुक ठेकेदारों को अपने पूर्व निविदा प्रश्नों (यदि कोई हो) को दिनांक **22.08.2024** तक सकारात्मक रूप से सूचित और अग्रेषित करना चाहिए।

The pre-bid meeting will be held on 23.08.2024 at the SB Conference Hall of CSL from 11.00 AM to discuss the detail scope of work of the tender. The Contractors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by 22.08.2024 positively.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

4. पूर्व निविदा बैठक में भाग लेने के लिए सूचना और पूछताछ, यदि कोई हो, तो निम्नलिखित मेल आईडी ashtal.antony@cochinshipyard.in. & adarsh.s@cochinshipyard.in पर समय पर अग्रेषित की जानी चाहिए। Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID: ashtal.antony@cochinshipyard.in. & adarsh.s@cochinshipyard.in
5. निविदाएं दो बोली प्रणाली में प्रस्तुत की जानी हैं; भाग I: तकनीकी वाणिज्यिक बोली और भाग II: सॉफ्ट कॉपी के रूप में मूल्य बोली और निर्धारित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी के पास पहुंच जानी चाहिए:

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

6. **MODE OF SUBMISSION OF BIDS**

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

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

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

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

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

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

- d. निविदाएं, तकनीकी - वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से **“SB-OSD/MPV/885/2024”** विषय के साथ प्रस्तुत की जाएगी।

Tenders, Techno- commercial bid (Part-I) and Price bid(Part -II) shall be submitted separately via email , with subject as **“ SB-OSD/MPV/885/2024”** to:

- (i) ashtal.antony@cochinshipyard.in
(ii) adarsh.s@cochinshipyard.in

प्रतिलिपि / Copy to:

- (ii) madhu.pk@cochinshipyard.in
(iii) philip.thomas@cochinshipyard.in

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

7. बोलियां दिनांक 05th सितम्बर - 2024 को अपराह्न 15.00 बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराह्न 15.30 बजे खोली जाएगी।

The Bids shall be received at Cochin Shipyard Ltd on or before 15.00 Hrs on 05th September - 2024 and Part I Techno-Commercial Bid will be opened at 15.30 Hrs on the same day.

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

Late tenders / tenders with conditions will be summarily rejected.

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

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

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

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

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

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

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

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

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

Original tender document duly signed on all pages - including Terms & conditions of enquiry, general conditions, technical specification and drawings placed at Annexure I, II, III, IV, V, VI & Appendix- A, B, C, D & E

- ii. अनुलग्नक IV में तकनीकी वाणिज्यिक जांच सूची पूरी तरह से भरी हुई है और विधिवत हस्ताक्षरित है। विधिवत भरी हुई तकनीकी वाणिज्यिक जांच सूची प्रस्तुत न करने पर बोलियों को अस्वीकार कर दिया जाएगा।

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

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

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

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

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

13. पूर्व अनुबंध अखंडता संधि / PRE CONTRACT INTEGRITY PACT

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

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

14. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES

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

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

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

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

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

CSL reserves the right to place order whole or part of order quantity or split the work on two or more firms/subcontractors or to accept or reject any tender, or extend the tender opening date, and or to cancel the total tender process and reject all tenders at any time prior to award of the contract. CSL will not incur any liability to the affected firm(s), any

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

obligation to inform the affected firm(s) of the grounds for CSL's action. Bidders are requested to note and quote accordingly.

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

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



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

ANNEXURE- I

जांच की नियम और शर्तें / TERMS & CONDITIONS OF ENQUIRY

HULL BLOCK FABRICATION, OUTSIDE CSL FOR TWO MULTI-PURPOSE VESSELS (MPV) (SH.035 & SH.036)

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for Hull Fabrication Jobs (Side Shell Blocks) for Eco Freighter, Multi-Purpose Vessels 7k MPV – 02 No. Vessels [SH 035 & SH 036] outside CSL as per the following documents:
 - 1.1.1. Cochin Shipyard Ltd - Terms and conditions (Annexure I)
 - 1.1.2. Cochin Shipyard Ltd - General conditions (Annexure II)
 - 1.1.3. Enquiry specification (Annexure III)
 - 1.1.4. Relevant drawings and other data as enclosed.
- 1.2. The scope of work includes Outsourcing of Hull Fabrication Jobs for Two Multi-Purpose Vessels (MPV) Outside CSL (SH.035 & SH.036) in accordance with the Scope of work specified at Annex-III and drawings, delivery schedule, CSL - Terms and conditions in all respects.
- 1.3. **Bidders are requested to study the scope of work before submitting their offer. Clarification, if any, required may be obtained from AGM (Hull Fabrication II) before quoting.**

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

The Bidder should qualify the following PQ Criteria:

2.1. GENERAL

- 2.1.1. Bidder shall be a single firm.
- 2.1.2. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL or by any of the Public Sector Undertaking or Government department etc. The declaration of eligibility at Annexure VII shall be submitted in this regard.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

2.2. TECHNICAL EXPERIENCE

2.2.1. The Bidder should have minimum 3 year experience in doing Similar works/ job continuously or in fragments, during the past seven (07) years ending on 31st January 2024, Similar works/ job is defined as :

- i. Bidder should have experience in Hull fabrication works in ship building/ship repair or Heavy Engineering fabrication works and be conversant with Ship Building /ship repair/ Ship Construction procedures or paramilitary ships or submarines or offshore structure etc.

The similar works refers to the following:

- (a) Fabrication of sub-assembly, mid-assembly and its assembly to form hull blocks for various ships in ship building or steel renewal work in ship repair.
- (b) Heavy engineering works means fabrication of large complex steel structure.

- ii. Work/job experience refers to successfully completed steel fabrication works in Ship Building/ship repair/Floating vessel /offshore or Heavy Engineering fabrication area with completed works of 125 T during last 3 years ending on 30th June 2024 or Rs 2 Crores in value during last 3 years ending on 30th June 2024 in steel fabrication works. In the case of ongoing works, work progress report from the authorized officer of the work order issued firm shall be submitted for considering CSL requirement.

2.2.2. Bidder should specify mode of to and fro transportation and action plan for water transport if the fabrication is not within 50 km from CSL berth.

2.2.3. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipment's & facilities, Cutting & fabrication records, Work experience of similar job, etc. The firm has to submit the documents which validate the above mentioned Clause 2.2.1 - 2.2.2

2.2.4. The firm has to submit the documents, which validates the above mentioned requirements. CSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

2.2.5. The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

2.2.6. CSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

2.3. FINANCIAL CAPABILITY

2.3.1. The bidder shall have an average annual financial turnover of **Rs. 1.40 crore** during the last three years ending on 31st March 2023.

2.3.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, turnover and profit during the past three years. Certificate shall be as per the format placed at Appendix – C.

2.4. OTHER CONDITIONS

2.4.1. The bidding firm shall have key personnel having single point of contact with contract details. He/she shall have adequate and specialized experience capable of discharging their responsibilities.

2.4.2. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.

2.4.3. Bidder should submit duly signed compliance matrix placed at Appendix – A for technical deviation/queries if any along with the offer.

2.4.4. If required, the documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.

2.4.5. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to CSL in support of its claim of experience.

2.4.6. RIGHT TO VERIFICATION: CSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

3. प्रस्ताव की वैधता/VALIDITY OF OFFER

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

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

4.1. Total vessels under this contract are 02 No.s MPV vessels (SH.35 & SH.36)

4.2. The category of work under the tender for vessels SH.35 & SH.36 is classified as follows :-

4.3. Contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1/ bidders willing to match with L1 rate.

4.4. Considering the limited time period available for project completion, CSL reserves the right to split order at L1 rate as per clause 4.5 below.

4.5. Work distribution/ allocation based on number of firms willingness to match L1 rate is detailed below:

Case - 1: If, Two firms are willing to match L1 rate

SL.No	Bidder	Allocation (Tons)	Total (Tons)	Tentative Date of Delivery at CSL
1	Firm-1 (L1 bidder)	67.2	336 T	30-10-2024
2		67.2		30-11-2024
3		67.2		30-12-2024
4		67.2		30-01-2025
5		67.2		30/02/2025
7	Firm-2 (L1 rate matching firm)	63	252 T	30-10-2024
8		63		30-11-2024
9		63		30-12-2024
10		63		30-01-2025
11	Firm-3 (L1 rate matching firm)	63	252 T	30-10-2024
12		63		30-11-2024
13		63		30-12-2024
14		63		30-01-2025

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

Case - 2: If, One firm is willing to match L1 rate

SL.No	Bidder	Allocation (Tons)	Total (Tons)	Tentative Date of Delivery at CSL
1	Firm-1 (L1 bidder)	100.8	504 T	30-10-2024
2		100.8		30-11-2024
3		100.8		30-12-2024
4		100.8		30-01-2025
5		100.8		30-10-2024
7	Firm-2 (L1 rate matching firm)	84	336 T	30-10-2024
8		84		30-11-2024
9		84		30-12-2024
10		84		30-01-2025

Case – 3: If, no firm is willing to match L1 rate.

SL.No	Bidder	Allocation (Tons)	Total (Tons)	Tentative Date of Delivery at CSL
1	Firm-1 (L1 bidder)	168	840 T	30-10-2024
2		168		30-11-2024
3		168		30-12-2024
4		168		30-01-2025
5		168		30/02/2025

Note:

- Selection of the bidder(Firm-2 &3) will be in the sequence of ascending order of lowest rate quoted (L2, L3, L4....).
- Quantity indicated above is approximate, +/- variation can be expected.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- 4.6. In case, if no other bidder is willing to match the L1 rate, CSL reserves the right to place order in part/ full on L1 firm or retender the requirement depending upon project schedule, priorities, etc. The decision for on the same will be taken based on verification of the performance, financial capabilities, etc. of L1 firm.
- 4.7. The decision for award of works as per clause 4.5 above will be based on experience/ performance of awarded work under this contract and financial capacity of the firm/ successful bidder. CSL's decision in this regard will be final and legally binding on the bidders.
- 4.8. CSL reserves right to reduce/ increase the percentage work or cancel the order based on the performance of work undertaking firms at site.
- 4.9. CSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based on CSL requirement. The decision of CSL regarding the same shall be final and conclusive.

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

- 5.1. All Works corresponding to each vessel should be completed within 35 days from the date of receiving of materials from CSL.
- 5.2. The contractor in turn shall submit their detailed scheduled of completion of the work, in consultation with the officer In-charge. The progress of work shall be made in tandem with the progress of completion of the vessel allowing sufficient time for other interface activities/works.
- 5.3. Yard has the right to change the schedules of the project to the interests of the company and the firm should be capable of adjusting the resources according to the instructions from the Yard contact person.
- 5.4. Detailed working schedule (Weekly/monthly) etc. to be prepared and submitted to yard personnel. However, a detailed overall schedule, in a reasonable manner should be submitted prior to commencement of work.

6. कार्य प्रक्रिया / WORK PROCEDURE

- 6.1. Detailed for each category of works are mentioned in the Annexure III to the tender enquiry.
- 6.2. Necessary job instructions, drawings etc. for the work will be issued by CSL.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- 6.3. Contractor is to carry out the work as per the specifications / drawings supplied, and to the satisfaction of CSL.
- 6.4. Contractor should maintain the quality as per CSL Quality Standards, yard quality procedures. Inspection will be carried out during fabrication by CSL.
- 6.5. Contractor shall submit the weekly /monthly progress reports to CSL.

7. अनुबंध की वैधता / VALIDITY OF CONTRACT

- 7.1. Once the contract is awarded, the price offered and mutually agreed shall remain firm (Contract concluded price as per Annex-V) till completion of work and no escalation in rate shall be allowed by CSL on whatsoever reason thereafter.

8. निरीक्षण / INSPECTION

- 8.1. The complete work has to be carried out under the survey of ship classification society / owner / CSL.

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

9.1. Technical Bid (Part –I)

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

9.2. Price Bid (Part-II)

- 9.2.1. The bid shall be comprehensive of the nature for the Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036) shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III.
- 9.2.2. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.
- 9.2.3. The price bid shall be all inclusive of scope of contractor on lump sum basis and any rates on variable basis will not be accepted within the price bid and thereafter throughout the period of the contract. Any variable rates if deemed inevitable and applicable only in special cases/situations (not in the normal course of execution of contract) will only be considered for mutual agreement.
- 9.2.4. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V to the enquiry. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid.
- 9.2.5. Rates of individual line items for the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items within the part of other bidders.
- 9.2.6. Currency: The price bids shall be prepared in Indian National Rupees for all bidders.
- 9.2.7. As per tender condition, the price bid which were not opened will not be returned back at any reason.
- 9.2.8. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

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

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

11. कर / TAXES

11.1. GST shall be applicable extra on the prescribed work. Bidders should indicate the applicable GST percentage and HSN code of the category in the offer. Bidders are also requested to furnish the following details in the invoice/Bill.

- 11.1.1. Applicable rate of GST/SAC Code
- 11.1.2. Firms GST Reg. NO
- 11.1.3. Service accounting code (SAC) as prescribed by statutory authorities.
- 11.1.4. GST Reg. No. of Cochin Shipyard Ltd (32AAACC6905B1ZD).

11.2. Any new tax/duty that may be made effective by the government for this work and paid by the contractor shall be reimbursed on production of documentary evidence.

12. भुगतान की शर्तें / PAYMENT TERMS

12.1. Payment will be released in 2 stages for each completed blocks as per following work completion stages on certification by the Officer-in-charge.

Stage – 1: On completion of block fabrication and lifting from skid upon completion of survey - 60% of the work value (based on Unit rate X Block weight) of respective block.

Stage – 2: Payment after successful delivery and acceptance at CSL - 40% of the work value (based on Unit rate X Block weight) of respective block.

12.2. All claims for payment for the work/additional work shall be submitted by the sub-contractor within one month of completion of work.

12.3. An invoice upload facility by vendor is established through the Vendor Invoice Management (VIM) Portal is currently available for supply as well as service vendors including subcontractors so as to facilitate transparency and timely payment. The portal can be accessed at: <https://apps.cochinshipyard.in:446/vim/Home.jsp>

12.4. The same can also be accessed via Cochin Shipyard Website (<https://cochinshipyard.in>) as below;

12.5. Path: Cochin Shipyard Website --> Related Links --> Vendor Payment Info

12.6. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices value above 10

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.

- 12.7. Service Acknowledge Number (SAN) to be obtained from the Executing Officer at the time of certification of Work Completion Certificate (WCC) for the above process.
- 12.8. The invoice can be tracked using the generated Invoice Tracking Number till the payment.
- 12.9. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.

13. EARNEST MONEY DEPOSIT (EMD)

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

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

- 13.2. The bidder shall submit the proof of such transfer along with the submission of technical bid.
- 13.3. This shall be returned after finalization of contract and upon receipt of Security deposit in accordance with clause 14 below, with respect to successful bidders; With respect to unsuccessful bidders, the same shall be returned within 15 days of issuance of PO/Contract.
- 13.4. Bidders belonging to Micro and Small Enterprises (MSE's) category are exempt from furnishing EMD subject to the bidders producing valid UDYAM Certificate and shall be duly verified by CSL. Bidders who fail to submit UDYAM Certificate along with the Techno-Commercial Offer shall not be considered eligible for EMD exemption.
- 13.5. In case the offer validity is extended on mutual consensus, the validity of EMD shall be mutually extended EMD may be forfeited in the following cases:
 - a) Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions in any respect within the period of validity of his offer.
 - b) Non-acceptance of order

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

14. प्रतिभूति जमा / SECURITY DEPOSIT

14.1. The successful tenderer shall remit 5% of the value of the contract as security deposit within 15 days of receipt of the work order. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of CSL) from any of the nationalized banks/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract. The Security Deposit will not bear any interest.

15. निष्पादन गारंटी / PERFORMANCE GUARANTEE

15.1. The complete work carried out by the contractor shall be guaranteed against performance of work and/or poor workmanship for a period of one year from the date of completion of work. The cost for rectifying the damages or loss or rework due to defects in execution of work as above shall be deducted from the contractor.

15.2. Towards this, a performance guarantee equivalent to 5% of the value of the contract to be furnished by the contractor before the completion of work as per the scope of work, by way of a bank guarantee (in approved proforma of CSL) from a nationalized bank / Scheduled Indian Bank valid till the expiry of the guarantee period. (PBG will be returned to the Contractor after one year from the date of completion of work on certification of nil liability to CSL by Officer-in charge.

15.3. Performance Guarantee is applicable for all bidders irrespective of MSME/NSIC registration for necessary coverage under the performance guarantee clause. CSL reserves right to exempt PBG as per prevailing procedure followed in Materials Manual of CSL.

16. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES

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

16.2. In the event, the contractor fails to complete the work promptly and satisfactorily beyond maximum LD recoverable days, CSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost, risk and expenditure.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

17. सीएसएल द्वारा जारी मैरिट्रयल के नलए क्षनर्तपूर्तड बांर और बीमा / INDEMNITY BOND AND INSURANCE FOR THE MATERIAL ISSUED BY CSL

- 17.1. The Successful Contractor should furnish an indemnity bond for the value of the material taken out from CSL in the approved format of CSL Appendix-B, valid till the acceptance of finished items at CSL.
- 17.2. Additionally, the successful Contractor should submit insurance cover with CSL as the beneficiary for the value of material taken out.
- 17.3. Approximate value of material taken out is Rs.6.90 Crore, assuming material taken out is around 841.34 Tonne load. However, the successful contractor shall produce the insurance and indemnity bond only for the value of material taken out as per Clause no 4 of Annex I, Method of Awarding Contract.

18. ट्रांसलेट बीमा / TRANSIT INSURANCE

19. All material dispatched from CSL to the contractor shall be insured by CSL for Transit risk to full value under “ All risk Insurance cover” till the dispatched materials are returned to CSL.

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

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

21. बाहरी विक्रेताओं के लिए स्वास्थ्य, सुरक्षा और पर्यावरण अनुबंध दिशानिर्देश / HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR EXTERNAL VENDORS

- 21.1. CSL is committed to provide safe and healthy working environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- 21.2. Some of the manufacturing activities are carried out by external vendors outside the CSL Campus to meet our business requirements. This guide is prepared to facilitate a safe work environment during the execution of such jobs by the vendors happening outside the CSL campus.
- 21.3. CSL shall exercise the controls to ensure the basic requirements of HSE Management System are met by the external vendors at their work sites. This guide is prepared to facilitate safe work environment during execution of such contract works. The General HSE guide lines are given below for compliance at their work site.
- 21.4. The External vendors shall ensure the following at their work place:-
- 21.4.1. Safety procedures to be followed in their process to be prepared and are vetted by CSL. The safety procedures are to be communicated to all concerned workmen.
 - 21.4.2. List of PPEs for the various activities are defined and PPEs are being used by employees.
 - 21.4.3. Competence levels of the workmen to be assigned for the various categories of work are defined and only competent / trained employees are employed. Key list of personnel to be available at the shop floor to monitor the same.
 - 21.4.4. First Aid Boxes with adequate medicines are available and at least one first aid trained person is available in the unit during all working hours.
 - 21.4.5. Adequate fire fighting equipment's are available and are periodically tested. Employees are trained to use the fire fighting equipment's.
 - 21.4.6. Adequate ventilation and lighting is provided in the unit.
 - 21.4.7. Housekeeping and waste disposal are given due attention always.
 - 21.4.8. Walkways are always clear at all times.
 - 21.4.9. Safety audit along with CSL safety officer is carried out once in 12 months as per the audit plan and corrective/preventive actions are completed at the earliest.
 - 21.4.10. All statutory regulations are complied with (Factories Act & rules, IE Rules, and Pollution Control etc.) and records are to be made available.
 - 21.4.11. Ensure all lifting equipment's /pressure vessels are tested every year by external party and all hand tools by internal party
 - 21.4.12. External vendors certified OHSAS 18001 / ISO 45001 are required to submit their valid certification to CSL and the above requirements are not applicable.
 - 21.4.13. HSE Plan to be submitted to S&F department while commencing the work in CSL and shall be resubmitted in every year.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

22. अप्रत्याशित घटना / FORCE MAJEURE

22.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

22.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15 days from the date of occurrence / cessation.

23. मध्यस्थता / ARBITRATION

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

23.2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein

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

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

24. क्षेत्राधिकार / JURISDICTION

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

25. श्रम कानून और विनियम /LABOUR LAWS AND REGULATIONS

25.1. The Contractor shall undertake and execute the work with contract Labour only after taking license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act 1970.

25.2. The Contractor shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, 'Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Contractor shall inform CSL his license number from the Central Labour Commissioner.

25.3. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen in the Company. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.

25.4. The Contractor shall submit the Labour Reports/Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach Personnel Department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.

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

25.6. If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, CSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by CSL, including any deposit or amounts payable against bills and make payments on his account

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by CSL.

- 25.7. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by CSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by CSL.
- 25.8. The Contractor shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 25.9. All person who are engaged for various works in CSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 25.10. Passport/attested copy of passport with photo and address particulars. OR
- 25.11. Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)
- 25.12. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.
- 25.13. **Contractors are requested to familiarize themselves with the labour rules & regulations prevailing in CSL including the labour wage pattern of contract labour as per the settlement between the trade unions & contractors.**

26. गैर-प्रकटीकरण समझौता (एनडीए) / NON-DISCLOSURE AGREEMENT(NDA)

- 26.1. Prior to placement of Purchase Order, the successful bidder/s shall necessarily submit Non-Disclosure Agreement (NDA), as per format at Appendix-D. Drawings will be issued to the Successful bidder only after execution of Non-Disclosure agreement (NDA). This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 100 The Specifications, drawings, work instructions and protocols such issued against NDA shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. Current illustrative format of NDA is enclosed at Appendix-D, for your ready reference.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the prevailing format, at the time of order placement. The same would be made available at appropriate time.

27. बिजली नियम और विनियमन / ELECTRICITY RULES AND REGULATION

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

28. गोपनीयता खंड / SECRECY CLAUSE

28.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.

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

28.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc. shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board.

28.4. SECRECY, Titles: Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of CSL country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the CSL and upon execution of confidentiality agreements satisfactory to the CSL with such third parties prior to disclosure.

29. सामान्य शर्तें / GENERAL CONDITIONS

29.1. Quality of workmanship shall conform to the specification/ standards laid down by CSL

29.2. CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the scheduled requirements.

29.3. Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Contractor while

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

working at CSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.

- 29.4. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 29.5. Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.
- 29.6. The Contractor shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of Cochin Shipyard representative deputed for the job. The job should be completed at the time specified by the representative deputed for the job for each stage of work.
- 29.7. The Contractor shall indemnify CSL and CSL's personnel against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.
- 29.8. It is also to be understood by the Contractor that Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of CSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 29.9. The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- 29.10. The contractor shall arrange to collect and clean up every day all waste, scraps; debris, etc. generated by the work men while working on-board the vessel and other locations and dispose the same suitably at his cost to the full satisfaction of CSL. In case any failure on his part to comply with this requirement, CSL will arrange the required cleaning entirely at the contractors cost.
- 29.11. The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- 29.12. Chief General Manager (SB) or his authorized representative will be the Officer-in-charge of this Contract.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- 29.13. Withdrawal of the quotation after it is accepted or failure to make contract execution within the stipulated completion period will entail cancellation of the order and forfeiture of EMD/ Security Deposit, if any/ and or risk purchase.
- 29.14. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
- 29.15. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
- 29.16. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
- 29.17. Conditional discounts, if any, will not be reckoned for tender evaluation/comparison purposes. However the same will be considered at the time of placement of purchase order if the firm turns out to be lowest bidder.

30. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS

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


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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

ANNEXURE-II

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

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT

सामान्य शर्ते / GENERAL CONDITIONS

1. The complete work to be carried out with the highest degree of workmanship under the inspection of CSL, Classification Society (when specifically indicated in the technical specifications), Ship owner, or any other agency nominated by the Shipyard.
2. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by Classification Society, to be carried out by the Contractor free of cost. In case of rework/modification/additional work, written consent is to be obtained from the Officer-in-charge before commencement of the work.
3. Contractor shall carry out the complete work in accordance with Shipyard's approved drawings. Any minor modifications from drawing or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the Contractor without any additional charge.
4. Contractor shall execute, during or after completion of the work, any minor job connected with the work, should it be considered necessary by Shipyard and/or Classification Society
5. The contractor shall be responsible for any damage caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
6. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
7. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.



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

ANNEXURE III

TECHNICAL SPECIFICATION

HULL BLOCK FABRICATION, OUTSIDE CSL FOR TWO MULTI-PURPOSE VESSELS (MPV) (SH.035 & SH.036)

1. INTRODUCTION

Cochin Shipyard Ltd (Yard) is constructing 08 numbers of HS ECO FREIGHTER 7000 DWT VESSELS (MPV) with yard numbers SH 029-036 for M/s HS SERVICE GMBH & CO.KG, Germany. Yard intends to Outsource Hull Fabrication Jobs for Two MPV Vessels Outside CSL (SH.035 & SH.036).

2. PARTICULARS OF VESSEL

- a) Length overall :109,95 m
- b) Length b.p.p :107.70 m
- c) Breadth mld :16.50 m
- d) Depth mld : 9,50 m
- e) Draught Summer : 6,6 m
- f) Deadweight at max draught : 7000 ton
- g) No of holds : 1 number
- h) Service Speed at summer draught : 10.5 knots
- i) Complement : 14

- 2.1. The vessels are arranged and equipped for the carriage of project cargo, heavy cargo, steel coils, containers, dry cargoes, timber, paper, and bulk cargoes such as coal, grain and dangerous goods on world-wide service trade.

3. SCOPE OF WORK

3.1. GENERAL

The scope of work is supply of 28 hull units, approximately 420.67 T per ship set, totalling to 841.34T

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

SI NO	UNIT NO	BLOCK WEIGHT IN TONS	
		SH.35	SH.36
1	SS02-P	22.4	22.4
2	SS02-S	22.96	22.96
3	SS03-P	32.43	32.43
4	SS03-S	32.17	32.17
5	SS04-P	29.82	29.82
6	SS04-S	29.75	29.75
7	SS05-P	28.24	28.24
8	SS05-S	28.2	28.2
9	SS06-P	34.78	34.78
10	SS06-S	34.6	34.6
11	SS07-P	26.36	26.36
12	SS07-S	26.14	26.14
13	SS08-P	36.47	36.47
14	SS08-S	36.35	36.35
		420.67	420.67

3.2. SUPPLIER SCOPE OF WORK

- The supplier's scope of work is the supply of fabricated sides shell as per the drawings.
- It is the responsibility of the firm to place the completed block safely on the barge using own cranes. Moreover supplier should ensure technical feasibility for towing the pontoon through Kochi inland waters and also sufficient draft for the berthing the barge if fabrication is planned approximately 50 km from CSL berth.
- All lifting tools and tackles for positioning the block on barge will be the scope of supplier.
- The Crane facility of CSL can be used for unloading the side shell with the support of the supplier's team
- Transportation of raw materials provided by CSL to the supplier's workshop. The transportation must be arranged by the supplier, meeting all the statutory requirements as applicable on the mode of transport .The Crane facility can be used for loading the raw material into the transporter at CSL subject to availability of crane. However contractor should intimate in advance the arrangement of transporter with all required details. Moreover the capacity of the truck to be planned based on the weight/dimensions of the plate to be loaded.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- f. The supplier shall ensure that sufficient numbers of welders are qualified by DNV for executing the job as per CSL WPS. Additional costs for certification must be paid by the contractor at the current rate of Rs. 8400 + GST in CSL. The welder test is to be carried out in presence of DNV at CSL welding technology centre .The facilities for welding test like welding machine, welding consumables and test piece will be provided by CSL, whereas the welding tools & accessories and personal PPE to be carried by the contractor.
- g. The construction standards and dimensional tolerances for construction are specified in the Standards for Construction. Any rectification works which arise due to inspection checks by CSL QC or during DNV survey are also part of the scope of work of the supplier and are to be under taken by the supplier.
- h. The fabrication of the side shells will be considered complete only after the successful completion of the survey by CSL QC and DNV class.
- i. Any revisions/ additional requirements shall also be carried out by the supplier as per CSL issued drawings. Material for such revisions/ modifications/ additions shall also be supplied by CSL. Moreover the outfitting items like manhole cover, drain plug, ladder, platforms, footstep, handgrip, boundary marks etc. to be fitted by the firm and fabricated item will be supplied by CSL.
- j. The supplier should have the welding workshop facilities with covered roof, Crane with sufficient capacity for the fabrication of the unit, the hull unit is to be fabricated as per the detailed production drawings.
- k. All welding machines are to be calibrated, and CO2 welding is to be used.
- l. The contractor must also have sufficient number of mother ovens and portable oven for baking electrodes as per requirements.
- m. The contractors should have sufficient number of skid of sufficient strength to fabricate the side shell unit. The skid should be strongly locked with floor by Welding/anchor bolts.
- n. The cost for meeting NDT requirement to be borne by the supplier.
- o. Scaffolding material for the safe inspection shall be arranged by the firm at own cost.

4 SCOPE OF CSL

- 4.1 CSL will provide prepared cut and formed materials and also the fabricated outfitting items. The delivery date will be counted from the date of supply of 90% of the first lot of material
- 4.2 CSL shall make arrangement for towing the hull unit via inland water route from supplier's site using dumb barges, if fabrication is planned approximately 50 km from CSL berth including positioning the barges and towing boat. If fabrication is planned beyond

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

50km from CSL berth transportation using self-propelled barges to be arranged by the supplier at own cost.

- 4.3 Providing production/ detailed fabrication drawings for structure and outfitting based on which the hull unit is to be fabricated; the drawings shall be provided after placement of work order.
- 4.4 Shop primer will be supplied by CSL to paint the weld beads after inspection.
- 4.5 Inspection of the hull unit is as per CSL's QAP for the project.
- 4.6 Arrangement of inspection by CSL QC/ Owner/ DNV class for the side shell
- 4.7 All revision drawings issued by design are to be executed in the block fabrication stage until block dispatch is completed. After dispatch is completed, revision work is not in the scope of the firm. However guarantee defects if any, need to be attended on later stage also
- 4.8 The basic outfitting jobs like boundary marking, manhole covers, vertical ladders, drain plugs, hand grips and footsteps etc. are to be fitted during the fabrication period as per the relevant outfit drawing. These items will be fabricated and supplied by CSL. Additional cost equivalent to weight will be given on actual basis as per work order rate and terms in addition to block fabrication charge. Any item not fitted during the block fabrication stage due to a valid reason needs to be handed over to the respective department and documented appropriately
- 4.9 The fitment of lifting lugs is to be done as per the lifting plan drawing issued by CSL, and the required cut material as per the lifting plan drawing will be supplied by CSL. The lifting of the block is to be done as per CSL procedure and verified by CSL QC. The testing tools and tackles like ropes, shackles, chain blocks, belts, electrical equipment, etc. have to be tested as per CSL procedures. The lifting of all blocks must be done by competent riggers with experience in similar fields. The firm should re-use the available lifting lug material in CSL if required with additional modification
- 4.10 The yard plan weight and outfit weight indicated in the drawing are only tentative. If the actual weight after execution is less than the indicated weight in the drawing, bills will be settled on the actual weight only. If the actual weight is more than the indicated quantity in the drawing due to revision, addition, or modification, an additional amount equivalent to the actual weight will be given on an actual basis as per the work order rate and terms.
- 4.11 All production aid material including material for skid fabrication shall be arranged by the firm at own cost

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

4.12 The firm should forward the following report after the completion of blocks:

- a) Block despatch certificate.
- b) Survey report with comments closed.
- c) RT report.
- d) Consumable consumption report.
- e) Revision completion details.
- f) Manpower deployment for each block and separately for revisions.
- g) Welding Traceability Report.
- h) Lifting QA Report.

4.13 The supplier has to maintain a hindrance register for any delay/revision/clarification pending from CSL side.

5. Consumables

- 5.1. All consumables including welding consumable is in the scope of the supplier and will not be provided by CSL.
- 5.2. CSL share the supplier with the list of approved welding consumables like electrodes/wires/ backing strips etc. Other weld consumables which are not in the list provided CSL shall NOT be used.
- 5.3. The consumables used by the contractor shall be complying with the material grade being specified in the drawing.
- 5.4. Records to be maintained towards the same and are to be provided to CSL's QC department along with delivery of the unit.
- 5.5. The purchase order of the weld consumable bought and being used by the supplier for executing this job shall be shared to CSL for records and to check the veracity.
- 5.6. Any other material required by the supplier as fabrication aids or skids for fabrication or temporary material or for the safe transport of the side shell for delivery at CSL is in the scope of the supplier and this material will NOT be provided by CSL.
- 5.7. No other material shall be used by the supplier for fabricating the side shell including the outfitting parts unless explicitly stated in this specification. Any such material which is in the supplier's scope shall be used only after written approval and consent from CSL.

5.8. Remnants and Scraps:

- a) Remnants generated from cutting of plates, profiles and pipe or any other remnants generated from the material issued by CSL are to be kept in safe custody of the contractor and are to be returned in pristine condition along with the delivery of the

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

side shell to CSL; list of such remnants will be provided/ indicated in the bill of materials issued by yard.

- b) No remnants shall be used for any purposes other than that specified by CSL without explicit written consent of CSL.
- c) Apart from remnants, all scraps generated during the course of hull fabrication shall also be kept in the safe custody of the contractor and are to be returned along with the delivery of the side shell to CSL.

5.9. Transportation of material provided by CSL is under supplier scope. Maximum efforts shall be made to provide the required material in one lot. However, situations may arise that the outfitting items or even steel material be supplied in stages/ batches based on the fabrication schedule of the side shell or availability of the material at CSL. Additional transportation trips for such cases might be necessitated and the supplier shall cater for the same. If the welded panels are supplied by CSL, same need to be transported at own cost by supplier. CSL crane can be used for loading the prepared material in to the transporter.

6 SURVEY COMPLETION

- 6.1. Side shell are subject to survey by CSL QC/ DNV /Owner
- 6.2. Any rectification works which arise due to inspection checks by CSL QC or during DNV survey are also part of the scope of work of the supplier and are to be under taken by the supplier.
- 6.3. The fabrication of the side shell will be considered complete only after the successful completion of the survey by CSL QC and DNV class and after receipt of DNV certification for each side shell.
- 6.4. Edge preparation if required for outfitting items like lifting sockets, lashing pot etc. shall be in the scope of the supplier.

7. STANDARDS FOR CONSTRUCTION

- 7.1. The fabrication of side shell panels shall in general comply with the CSL construction standards.
- 7.2. The dimensional tolerances which are to be achieved for the side shell as per required specification.
- 7.3. Contractor to ensure strict adherence to the standards and tolerances specified in the limits mentioned in the construction standards and the dimension tolerance standards.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

8. INSPECTION

- 8.1. The side shell will be inspected by CSL QC as per CSL's QAP for the project.
- 8.2. Additionally, the side shell will be inspected by DNV Class surveyors and yard will arrange for this inspection by DNV Class.
- 8.3. Testing and inspection reports from CSL QC and DNV shall be diligently maintained by the supplier and the same shall be submitted to CSL at the time of delivery or as requested by CSL.
- 8.4. QAP and NDT plan will be shared by CSL and need to be complied by supplier at own cost.
- 8.5. The NDT includes RT,UT,MPI and DP test as per NDT plan and must be executed with CSL approved agencies at own cost. All lifting lug must be DP tested.
- 8.6. The supplier shall have a dedicated QA department and before each inspection the same is to be checked and before offering to CSL QC/Class/Owner
- 8.7. At least one week prior notice is required for offering inspection to CSL QC/Class/Owner/Paint representative
- 8.8. Receipt inspection will be done at CSL and rectification if any, as recommended will have to be carried out at own cost
- 8.9. CSL QC/DNV/Owner has right to visit contractors premise to assess the capacity during the evaluation stage and also after the placement of order. This is as per unified resolution Z23 (sec 6.1 of UR) applicable for hull survey of new construction by IACS members. The contractor's workshop/yard facilities need to be approved by DNV before issue of final work order from CSL as per Z23 clause. CSL will facilitate for the approval process and undertaking that DNV approval for the welding workshop shall be arranged by the supplier immediately after receipt of firm order to be submitted along with the offer.

9. COMPLETION PERIOD

- 9.1. The completion period for the supply of each side shell unit is counted from the date of collection of material from CSL to the date on which same is delivered to CSL. Each side shell unit to be completed in **35 days** time period. The mobilization period for commencement of job is one month after receipt of work order /Letter of intent from CSL.

10. DELIVERY

- 10.1. Each side shell unit shall be fabricated as a whole unit complete with outfitting and shall be positioned on Dumb Barge arranged by CSL if fabrication site within 50 km range.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- 10.2. Transportation of the fabricated hull unit to CSL is in the scope of the supplier if the fabrication site is not within the 50 km of CSL berth inclusive of arrangements for fulfilling statutory requirements based on the mode of transport Remnants and scraps as per Clause 5.8 also are to be transported to CSL and is in supplier's scope. Cutting loss at 2% will be accounted for regularisation purposes.
- 10.3. The Crane facility at CSL can be used for unloading the side shell with the support of the supplier's team. However contractor should intimate in advance the arrangement transporters with all required details
- 10.4. The firm has to make arrangement for towing the hull unit from suppliers site using barges since transportation by road is not feasible if the fabrication is planned beyond 50km from CSL berth. It is the responsibility of the firm to place the completed block safely on the barge using own cranes.. All lifting tools and tackles for positioning the block on barge will be responsibility of the supplier including statutory clearance.

11. LIST OF PRODUCTION DRAWINGS

SL.NO	UNIT NO.	DRAWING NO.
1	SS02-P	S029W00SS02
2	SS02-S	
3	SS03-P	S029W00RG03
4	SS03-S	
5	SS04-P	S029W00RG04
6	SS04-S	
7	SS05-P	S029W00RG05
8	SS05-S	
9	SS06-P	S031W00RG06
10	SS06-S	
11	SS07-P	S031W00RG07
12	SS07-S	
13	SS08-P	S031W00RG08
14	SS08-S	

Note: Drawings attached are intended solely for reference purpose; actual/revised drawings will be provided following the issuance of the work order

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

12. SAFETY/STATUTORY RESPONSIBILITY

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



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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

ANNEXURE- IV

तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST

(To be submitted by the bidder)

TENDER NO. SB-OSD/MPV/885/2024 Dtd: 14.08.2024

(Bidders may confirm acceptance of the Tender Conditions/deviations if any to be specified)

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

11	Security Deposit & Performance Guarantee Clause	Agreed as per tender/Do not agree	
12	Indemnity bond and insurance for the material issued by CSL	Agreed as per tender/Do not agree	
13	The bidder also needs to qualify their welders to meet the requirements as per the work allocation and scope of work.	Agreed as per tender/Do not agree	
14	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
15	Force Majeure	Agreed as per tender/Do not agree	
16	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
17	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
18	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
19	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
20	Mode of submission of tender	Direct / Email	
21	Undertaking that DNV approval for the welding workshop shall be arranged by the supplier immediately after receipt of firm order.	Submitted/Not submitted	
22	Contact Number		
23	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass eligibilities.	Yes / No	
24	Is your firm registered under TReDS	Yes/No	
25	Is your firm registered as vendor in CSL	Yes/No	
26	Annual turnover requirement, during last 3 years, ending 31 st March of the previous financial year	Agreed as per tender/Do not agree	

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

27	Do your firm have valid registration under statutory schemes such as ESI / EPF	Yes/No	
28	Deviations from Tender conditions	No Deviations /Deviations are specified	

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/MPV/885/2024 Dtd: 14.08.2024

Sl No	Description of Work	Number of Vessel (Qty) (A)	Weight Per Vessel (Tonne) (B)	Unit Rate (INR) (Per Tonne) (C)	Total amount (INR) (D) = A*B*C
1	Rate for collection of material from CSL, transportation, fabrication, survey completion and delivery at CSL (as per delivery clause No.10 in Annex-III and scope of work mentioned therein)	02	420.67 T		
2	GST% HSN CODE				
3	GRAND TOTAL FOR 02 VESSEL (SL No. 1 + SL No. 2)				

Grand Total amount (in words)Rupees.....

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

NOTE:

- A. Price basis: For Destination (at CSL).
- B. L1 will be determined based on **SL.No 1** (ie, Rate for collection of material from CSL, transportation, fabrication, survey completion and delivery at CSL)
- C. Bidders with fabrication site within 50 km from the CSL berth not need to consider the transportation charge while quoting.
- D. GST as per the prevailing rate will be paid.
- E. L1 declaration will be based on the price bid verification by CSL finance department as per the calculation specified.
- F. Unit quoted shall be inclusive of material collection, transportation as applicable, fabrication, loading, unloading, labor costs, handling charge, Equipment's, Tools & tackles, consumable charges and any other cost included for the satisfactory completion of all works as specified in the scope of work in Annex-III, and other terms & conditions as per this tender.

Signature of Contractor/authorized signature
of firm or agency:

Name of contractor or authorized signatory of
firm/agency:

Designation:

Address:

Contact No:

ANNEXURE-VI

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

General

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

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be

Entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in Conformity with the defined specifications by avoiding the high cost and the distortionary impact of

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

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

1. COMMITMENTS OF THE PRINCIPAL

- 1.1. The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2. The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

2. COMMITMENTS OF BIDDERS

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

3. PREVIOUS TRANSGRESSION

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

4. EARNEST MONEY (SECURITY DEPOSIT)

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

5. SANCTIONS FOR VIOLATIONS

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

(iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.

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

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

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

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

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

6. FALL CLAUSE

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

7. INDEPENDENT MONITORS

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

(i) Shri. Jagadip Narayan Singh, IAS (Retd.),
C-54, Bharatendu Harischandra Marg,
Anand Vihar, Delhi – 110092.
Mobile: 9978405930
Email: jagadipsingh@yahoo.com

7.2. 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.

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

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

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

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

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

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

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

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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



TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

Cochin Shipyard Ltd 51

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

**For & on behalf of BIDDER
(Office Seal)**

Witness

1.....

2.....

Witness

1.....

2.....

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



ANNEXURE-VII

DECLARATION

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

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

Yours faithfully,

(Signature & Seal of Authorised Signatory)

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

APPENDIX- A

COMPLIANCE MATRIX

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

Notes:

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

APPENDIX - B

INDEMNITY BOND

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

Gentlemen: In accordance with the Conditions of Contract No. Date....
... (here in after called the Contract) for the supply / work of...
... (Name of the item), M / s
... (Name and address of Contractor) (here in after called the Contractor)
shall deposit with COCHIN SHIPYARD LTD, COCHIN, (here in after called „CSL“) An
Indemnity Bond to indemnify CSL under the Contract for an amount of Rs
... (amount of Bond ... in words), in consideration of CSL effecting advance
payment / free issue of materials amounting to Rs... (in figures ; (Rupees
... (1) words, value of material taken out .

NOW THEREFORE we
... (Name of the contractor) having registered office at
... (Address of the Registered Office) and
acting through its branch office at ... (Address of the executing
branch if any), agree unconditionally and irrevocably to indemnify CSL on its first demand
without what so ever right of objection our part in the amount not exceeding Rs
... (Amount of Bond) Rupees ... only (in
words)

We, the Contractor , further agree that no change or addition to or other modification of the
terms of the Contract or of Works to be performed there under or of any of the Contract
documents which may be made between COCHIN SHIPYARD LTD, COCHIN and us shall in
any way release us from any liability under this Indemnity Bond, and we here by waive notice
of any such change, addition or modification . The guarantee shall remain valid and in full
effect from the date of the advance payment under the Contract until COCHIN SHIPYARD
LTD, COCHIN receives full quantity from the Contractor under the said Contract. Not with
standing anything contained herein:

1. Our liability under this Indemnity Bond shall not exceed Rs.....
(Rupees.....only)
2. This Indemnity Bond shall be valid up to (date) and 31.2



TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

3. We are liable to pay the amount of this Bond or any part thereof under this Bond only and only under the above terms if you serve upon us a written claim or demand on or before (date) .

Signature & Company's Common seal Name of Contractor -----
----- Address -----
----- Date -----



APPENDIX - C

FORMAT FOR FINANCIAL CAPABILITY

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)
1	Year 2020-21		
2	Year 2021-22		
3	Year 2022-23		

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

Certificate from Chartered Accountant:

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

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

APPENDIX - D

NON DISCLOSURE AGREEMENT

This NON DISCLOSURE Agreement made at Cochin, Kerala, India on this ____ day of ____ 2024 between Cochin Shipyard Limited a company registered under the Companies Act, 1956 and having its registered office at Cochin-682015 (hereinafter referred to as “CSL”) and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “_____”). CSL and _____ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

b) CSL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

b) As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the..... _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.
4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
 - (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential Information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
 - (b) Be only disclosed to, and used by, those employees or directors who have a need to know. will not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, Evaluating and effecting the tender/bid/contract.
5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
 - (a) Information publicly known through no wrongful act of the Receiving Party.
 - (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - (d) Information, the disclosure of which the Disclosing Party authorizes in writing.
7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

(a) Disclose to any person, directly or indirectly:

- i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
- ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
- iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

- a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
- c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of TWO (02) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Cochin.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money

TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To CSL

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named

CSL

In presence of

Signed by the within named

In presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Cochin, Kerala. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

APPENDIX-E

PERFORMANCE EVALUATION FORM

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

Grand total of grade points awarded (Max 100)	
---	--

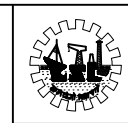
Points to be considered during evaluation

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

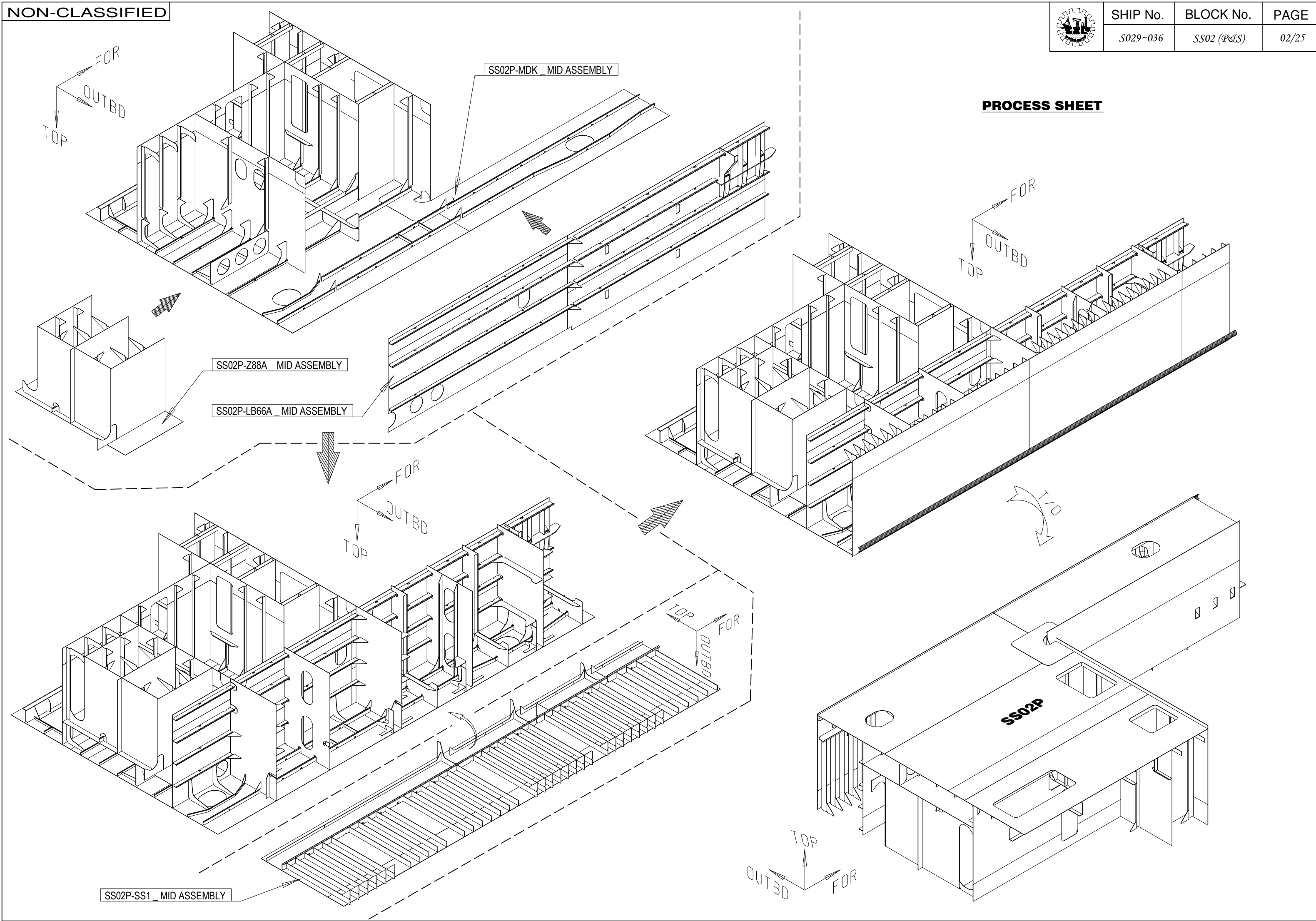
TENDER ENQUIRY NOTICE – Hull Block Fabrication, Outside CSL for Two Multi-Purpose Vessels (MPV) (SH.035 & SH.036)

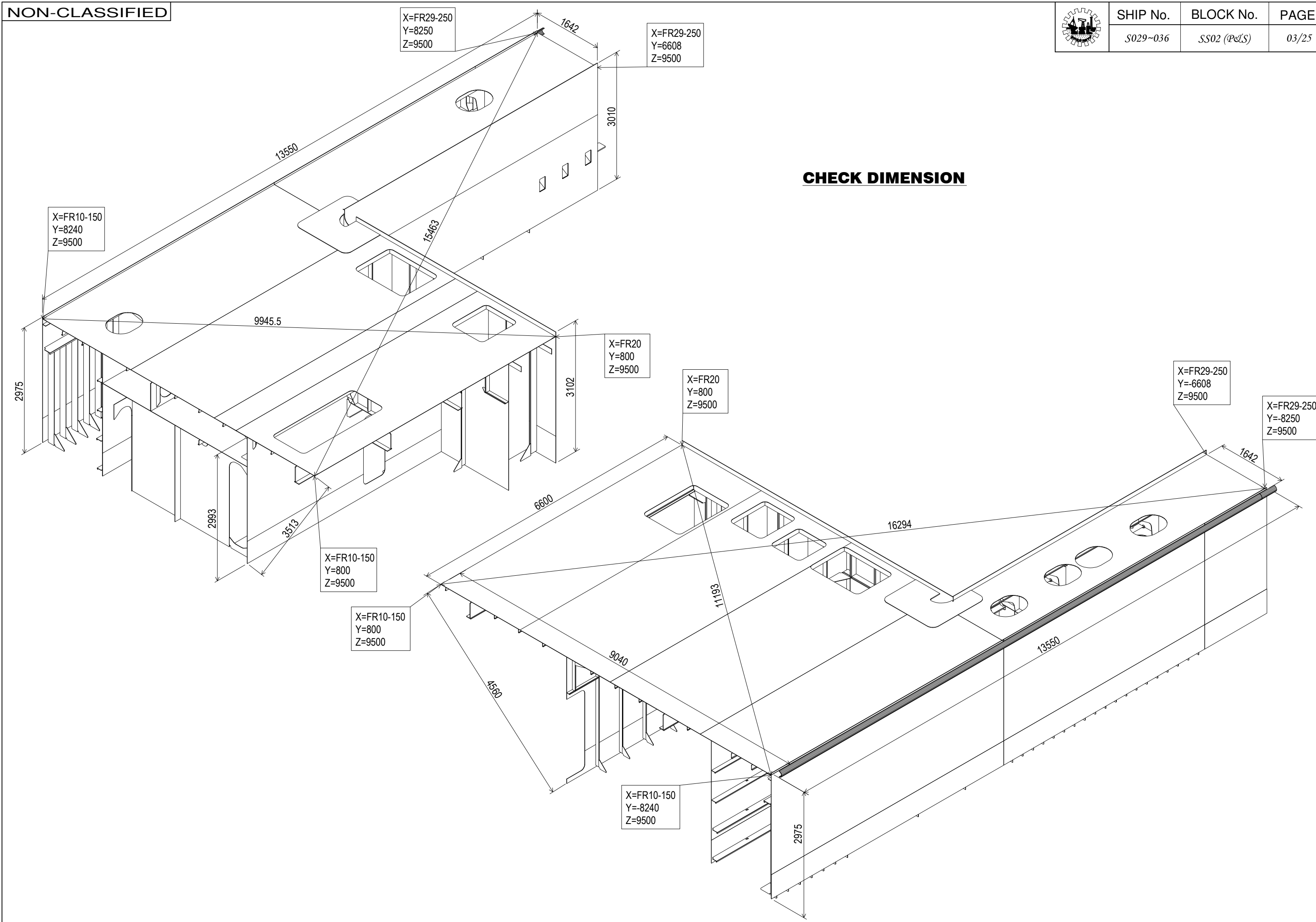
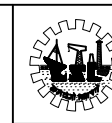
Overall Quality Management	Quality of Work, No of QC/Class survey points, Re-works, RT/Survey Failures, quality of manpower, supervisors etc. to be considered
House Keeping and HSE	Adherence to CSL HSE policies and instructions, use of PPEs, commitment & continuing practises for good housekeeping at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

Note: The executing officer shall evaluate the performance of the successful bidder(s) as per the above format in every six months after issuing of work order.



PROCESS SHEET

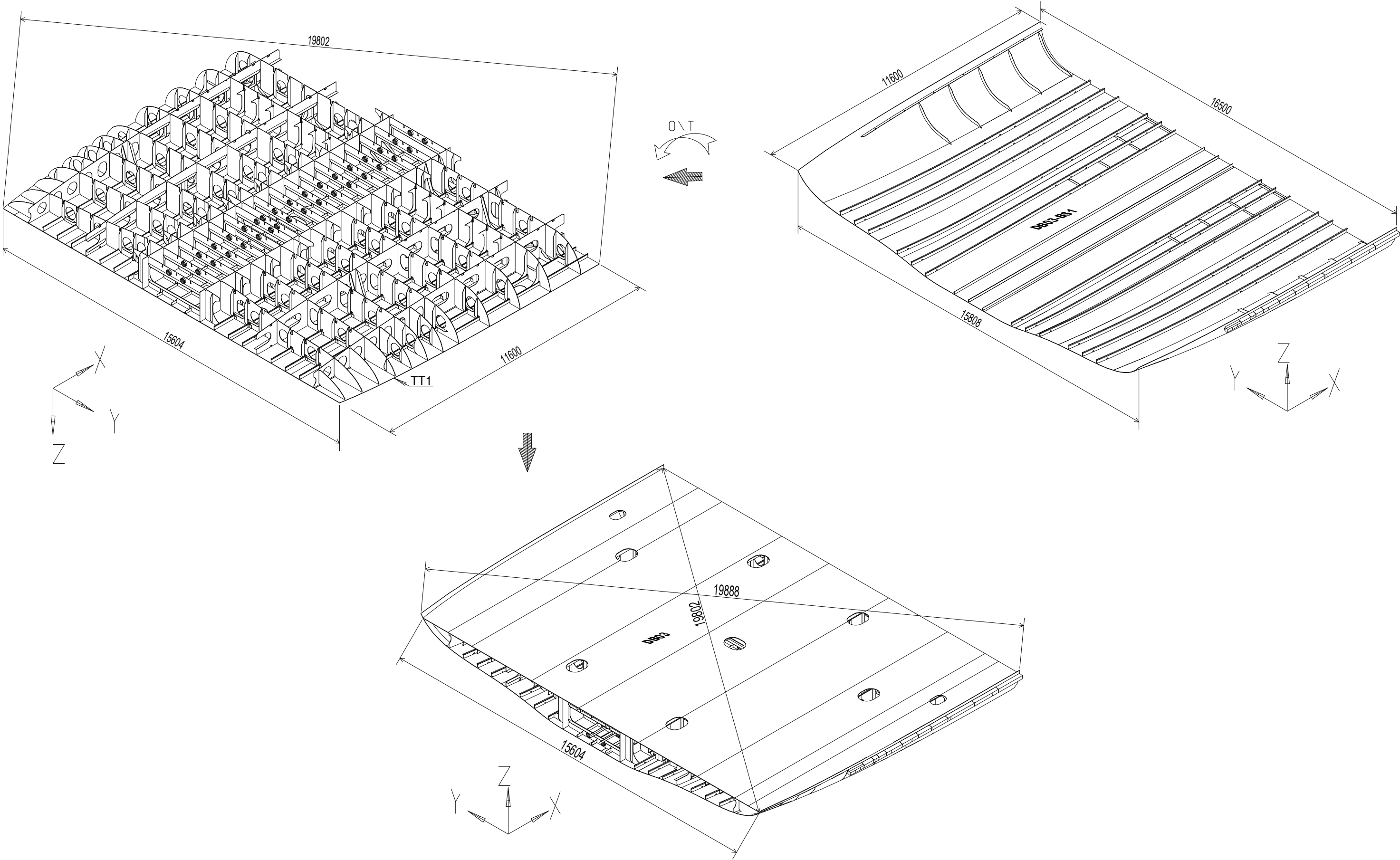




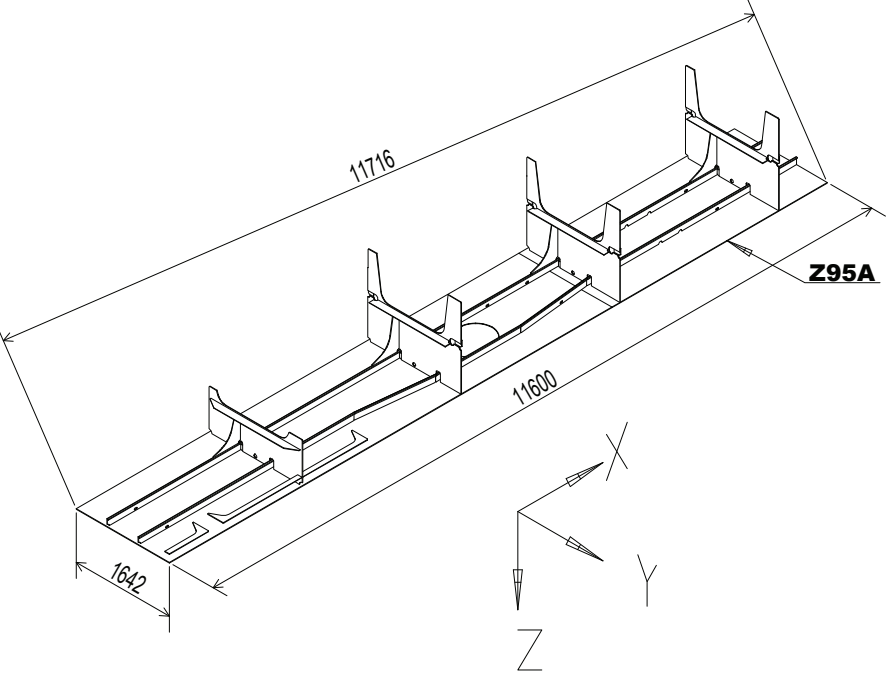
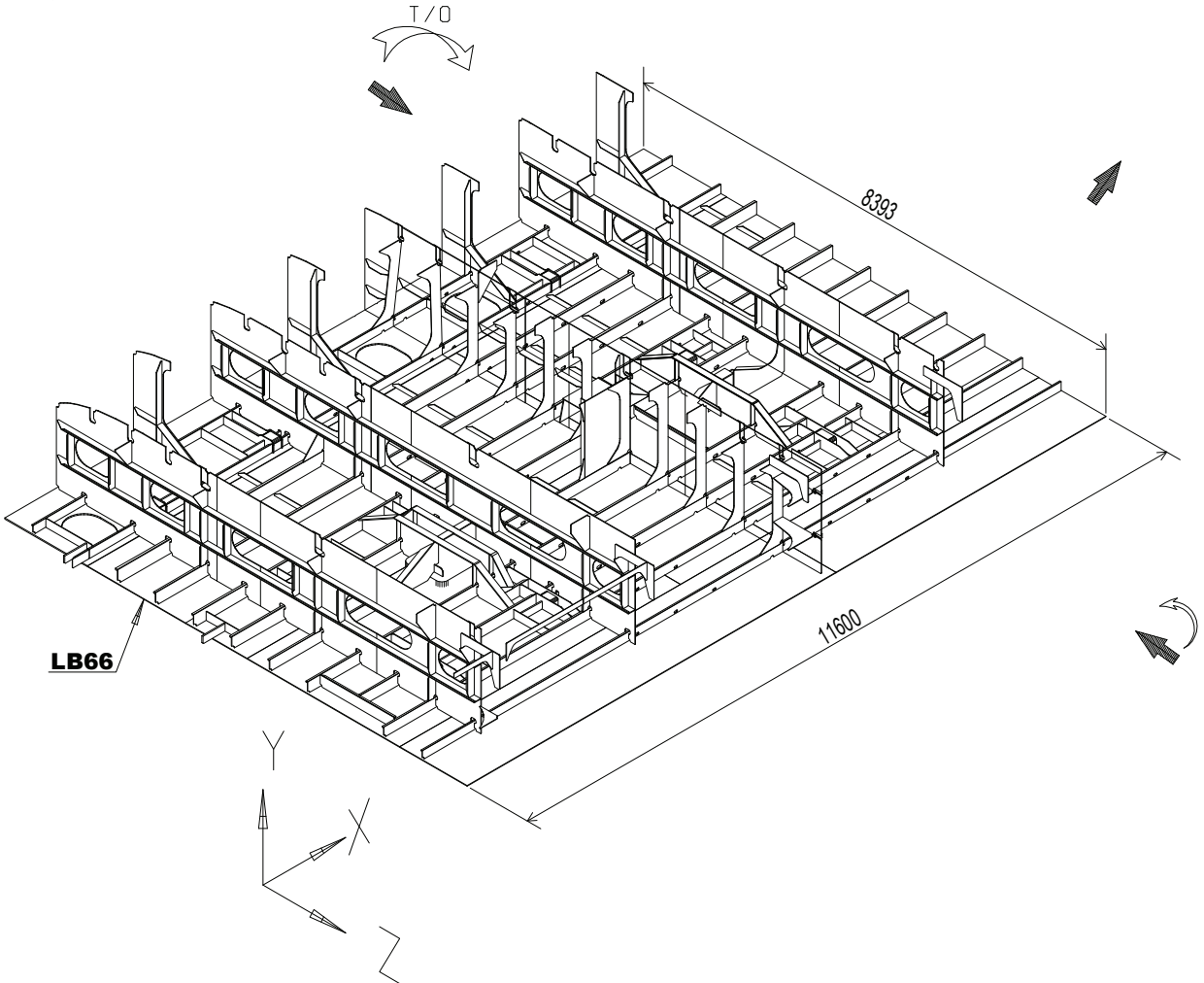
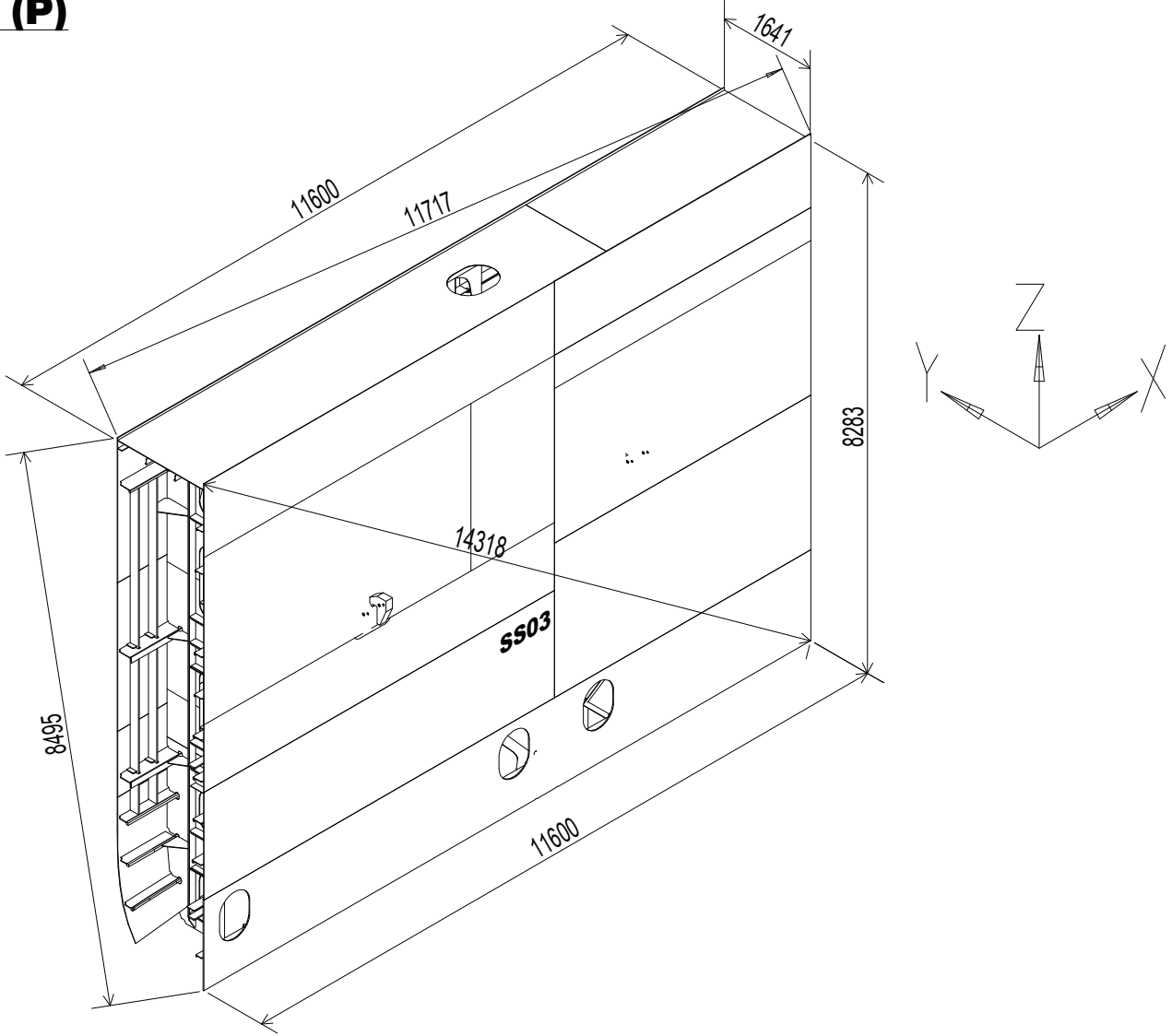
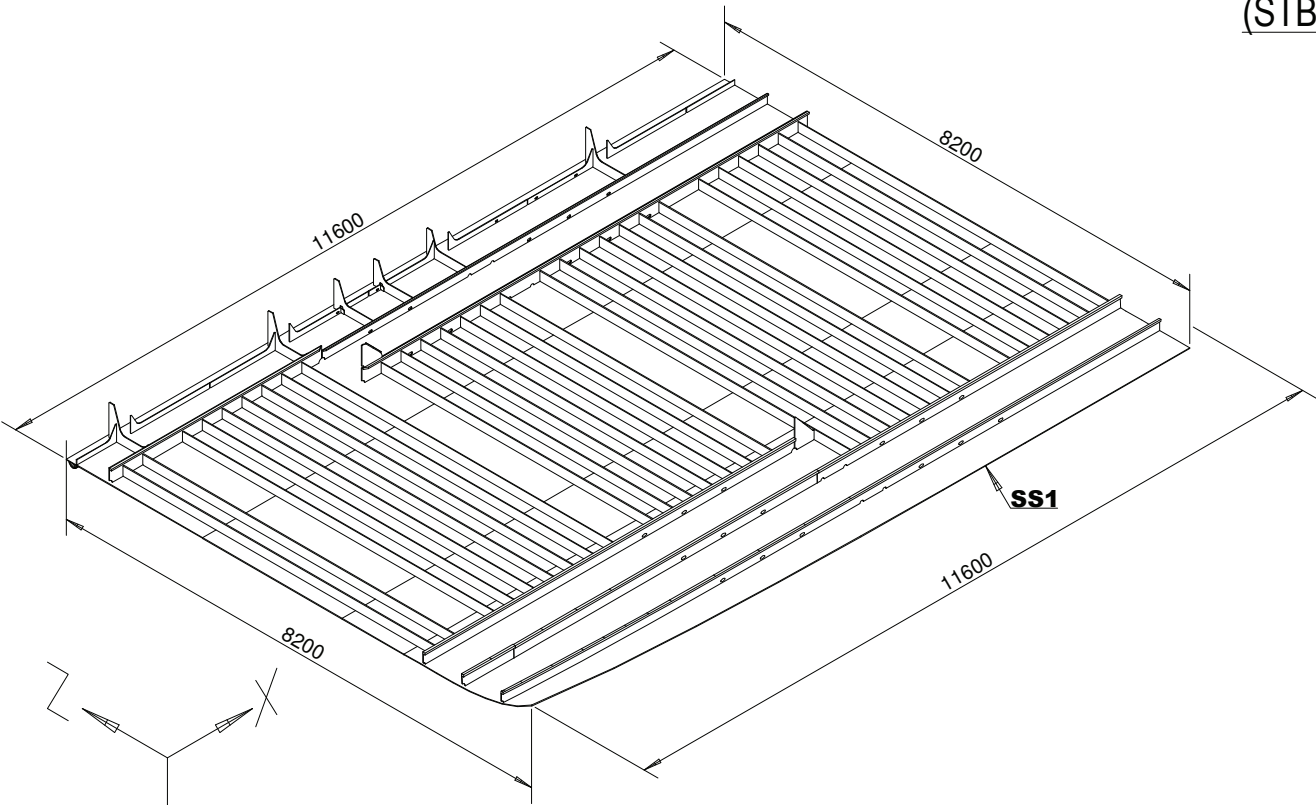
CHECK DIMENSION

PROCESS OF DB03 BLOCK

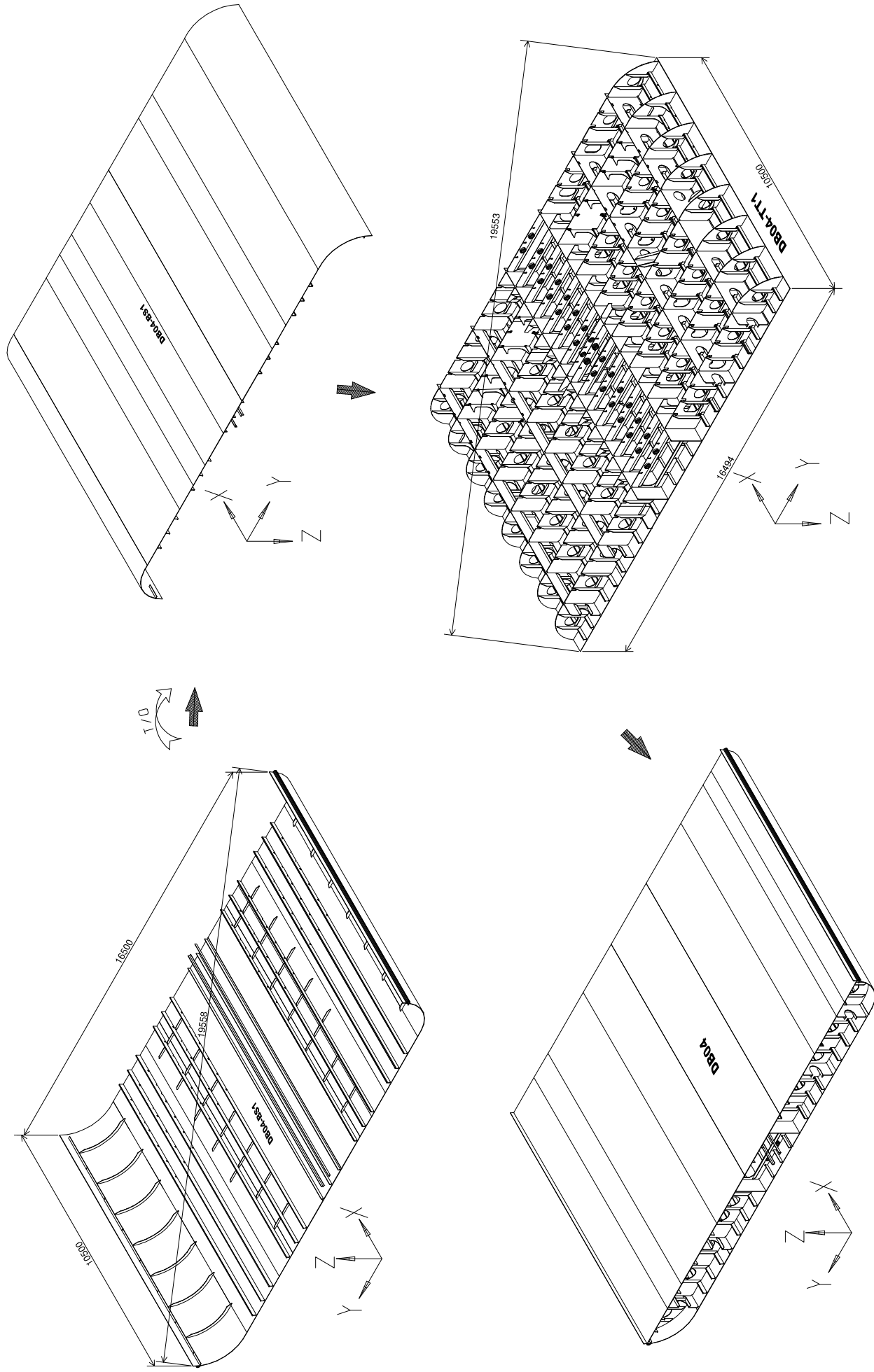
SHIP No.	BLOCK No.	PAGE
S031-S036	DB03 & SS03	02/19



PROCESS OF SS03 BLOCK (P)
(STBD SIMILAR)

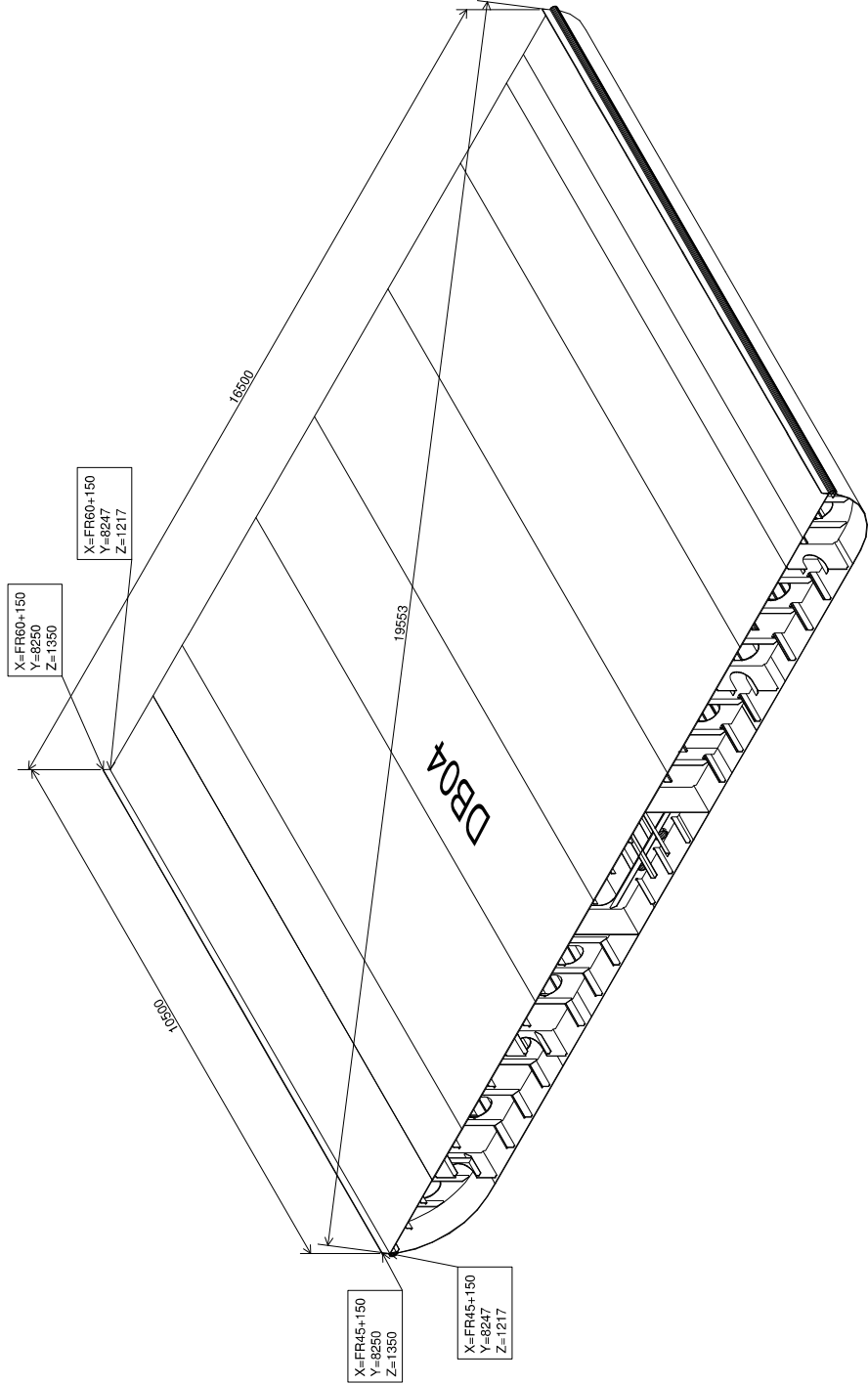


PROCESS OF DB06 BLOCK





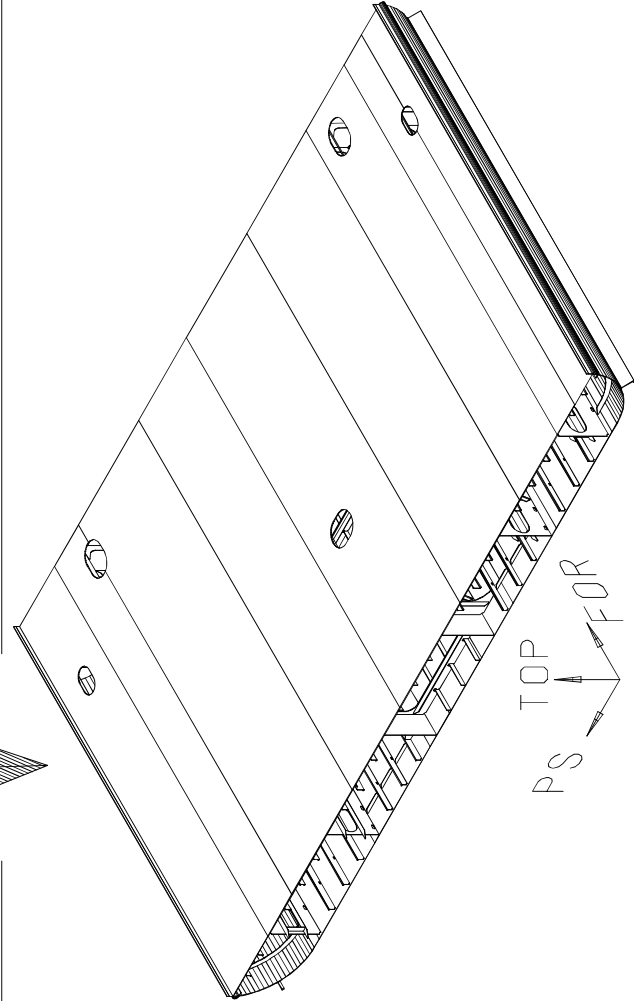
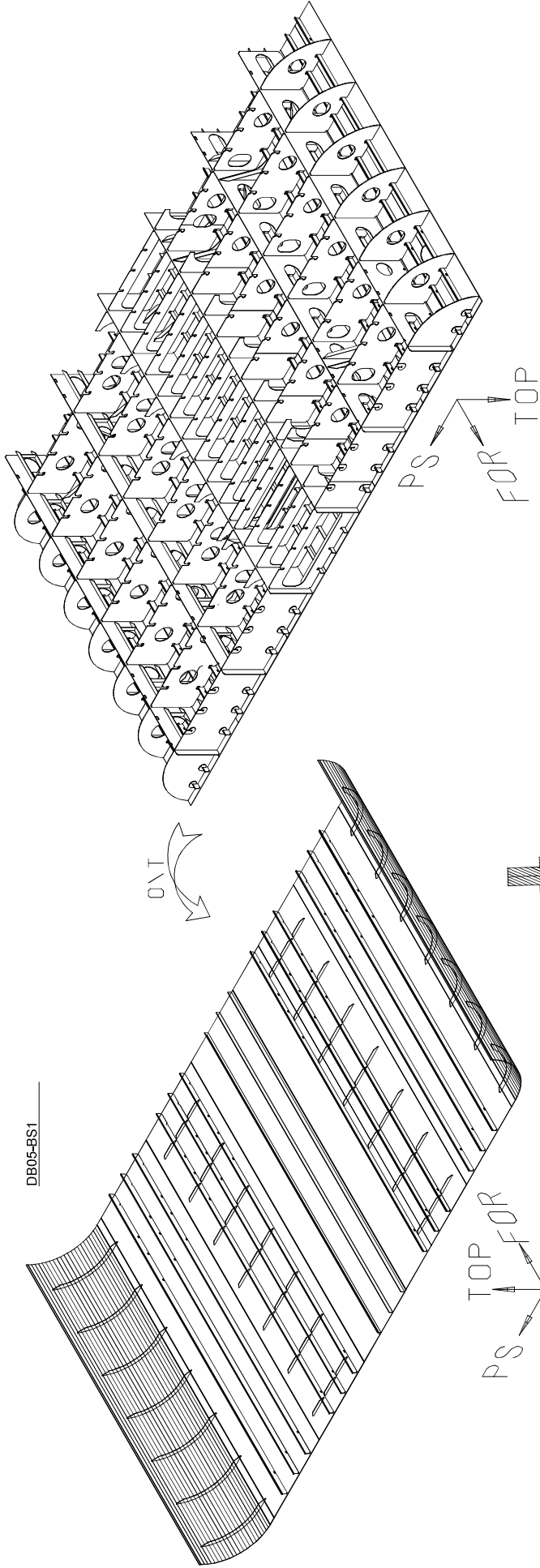
CHECK DIMENSION OF DB05 BLOCK



PROCESS OF DB05 BLOCK

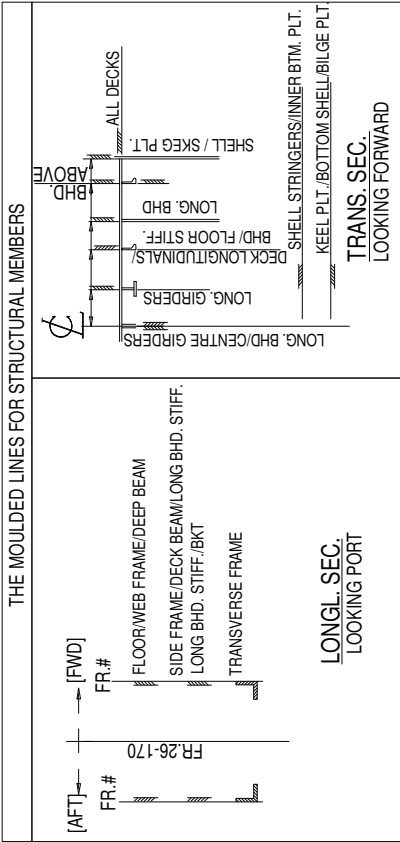
DB05-TT1

DB05-BS1



REVISIONS		
No.	DESCRIPTION	SIGN

NOTES		CONTENTS
1. PORT & STARBOARD SIDES ARE SIMILAR EXCEPT NOTED. 2. TRANSVERSE SECTIONS ARE DRAWN LOOKING FORWARD, AND LONGL. SECTIONS LOOKING TO PORT 3. THE FITTING SIDE AT MOULD LINE OF THE TRANS. MEMBER AS SHOWN BELOW EXEPT NOTED OTHERWISE.		PAGE DESCRIPTION
		02 PROCESS OF DB06 BLOCK (WITH CHK DIM)
		03 PROCESS OF SS06 BLOCK (WITH CHK DIM)
		04 BOTTOM SHELL EXPANSION
		05 SIDE SHELL EXPANSION
		06 TANK TOP PLAN AT 1200 A/B
		07 LONGL.EC.AT 6600 OFF CL (P)
		08 LONGL.EC.AT 6600 OFF CL (S)
		09 C.L SECTION, LONGL. SEC. AT 1320, 1980 & 3960 OFF CL
		10 SEC. AT 1680~2320 A/B, SEC. AT 3270 & 3960 A/B
		11 SEC. AT 6030, 6720, 8100, 9380 & 9500 A/B
		12 SEC. AT 2460, 4970, 7410, 7500 & 7150 A/B
		13 SECTION AT FR.75 & FR.76
		14 SECTION AT FR.78
		15 SECTION AT FR.84 & FR.85
		16 SECTION AT FR.80-301, FR80+312,NFR89-135 & FR89+144
		17 TWEEN DECK SUPPORT AND GRAIN BULKH.BOX DETAILS
		18 FENDER & BILGE DET.
		19 DETAIL
		20 WELDING TABLE
		21 MANHOLE AND LADDER ARRGT IN DB06
		MANHOLE AND LADDER ARRGT IN SS06 (P&S)



4. FOR OTHER MEMBERS, IN GENERAL THE FITTING SIDE IS IN THE SAME DIRECTION SHOWN BY ARROWS TO INDICATE DIMENSION / SPACING OR AS SHOWN BY THE THICKNESS MARK

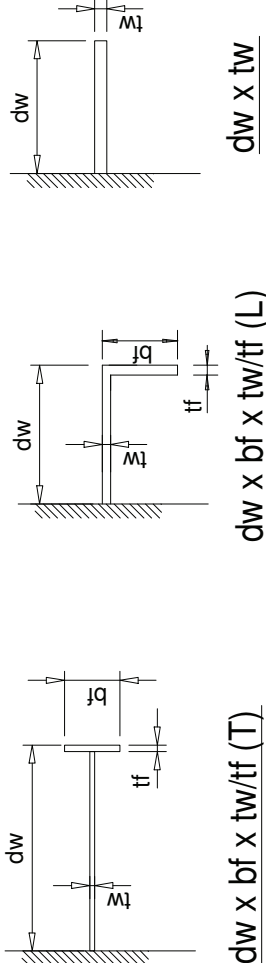
6. WELDING
- WELDING DETAILS PAGE ATTACHED (PAGE 22 - ON HOLD)
7. EDGE GRINDING, 2R OR 3 PASS GRINDING.
8. MATERIAL GRADE 'A' IF NOTHING ELSE SHOWN.
9. THE FOLLOWING HULL OUTFIT ARE PART OF THIS UNIT AND TO BE FITTED ALONG WITH UNIT BY RESPECTIVE FABRICATOR.
- 9.1 HULL MARKING PLAN (ON HOLD)
- 9.2 ARRGT. OF MANHOLES AND VERTICAL LADDERS
10. 300 mm IN WAY OF BLOCK BUTT NOT TO BE WELDED
11. CARGO HOLD : FR20 TO FR134, 6600 OFF CL (P) TO 6600 OFF CL (S) U.N.O
12. TROLLEY TRACK AND TROLLEY TO BE FULLY INSERTED IN THE PIPE DUCT BEFORE CLOSING OF THE PIPE DUCT.

WEIGHT & C.O.G		
BLOCK	WEIGHT(T)	C.O.G.
	FR	Y(m) Z(m)
DB06	66.77	FR82+279 0 0.7
SS06(P)	34.78	FR82+257 7.42 5.42
SS06(6)	34.60	FR82+248 -7.42 5.39

WEIGHT DISTRIBUTION OF DB05 (DIVISION SEAM AT 2185 OFF CL SB)			
BLOCK	WEIGHT(T) (Approx.)	C.O.G.	Z(m)
	FR	Y(m)	
DB06 (P)	42.46	FR82+100 3.05	0.69
DB06 (S)	24.31	FR82+114 -5.33	0.7

BLOCK TO BE FABRICATED INSITU.
NO TURNING IS ENVISAGED

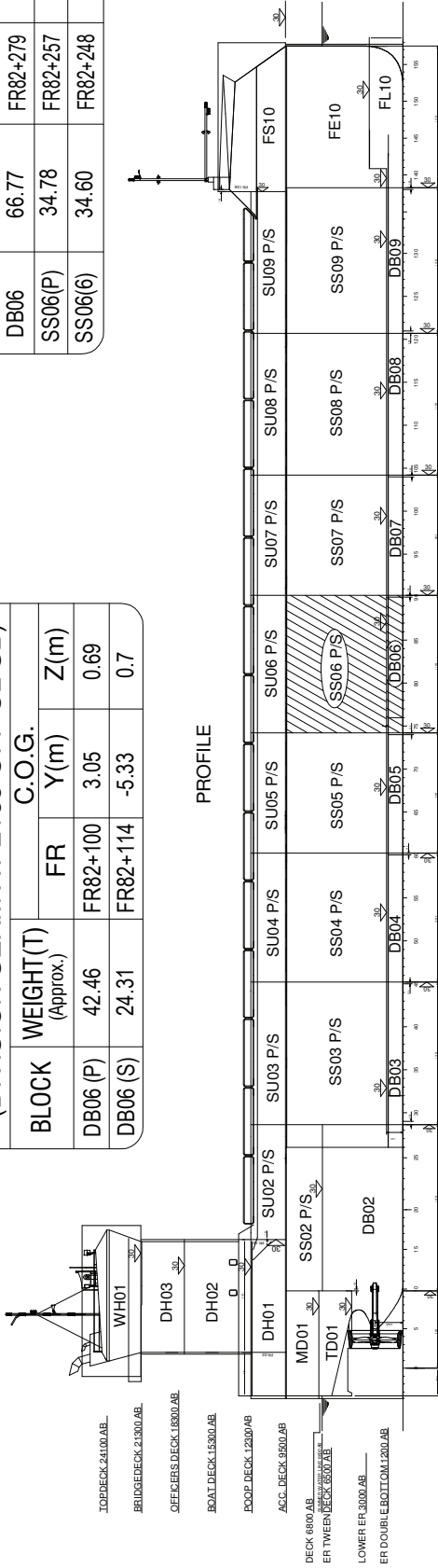
ALL WELDS TO BE EXECUTED FLUSH WITH A HEIGHT OF 2 mm
IN THE TANK TOP AND BULK HEADS IN THE CARGO HOLD



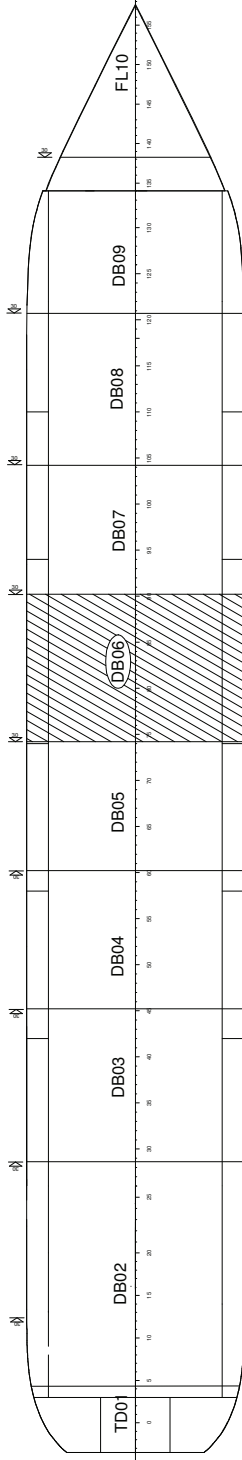
SCANTLING INDICATING SYSTEM

SCANTLINGS OF BUILT-UP SECTIONS, ANGLE BARS AND
FLAT BARS ARE INDICATED IN THIS DRAWING AS FOLLOWS:

PROFILE

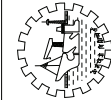


TANK TOP PLAN



NON CLASSIFIED

ALL DIMENSIONS ARE IN mm. (EXC. NOTED)

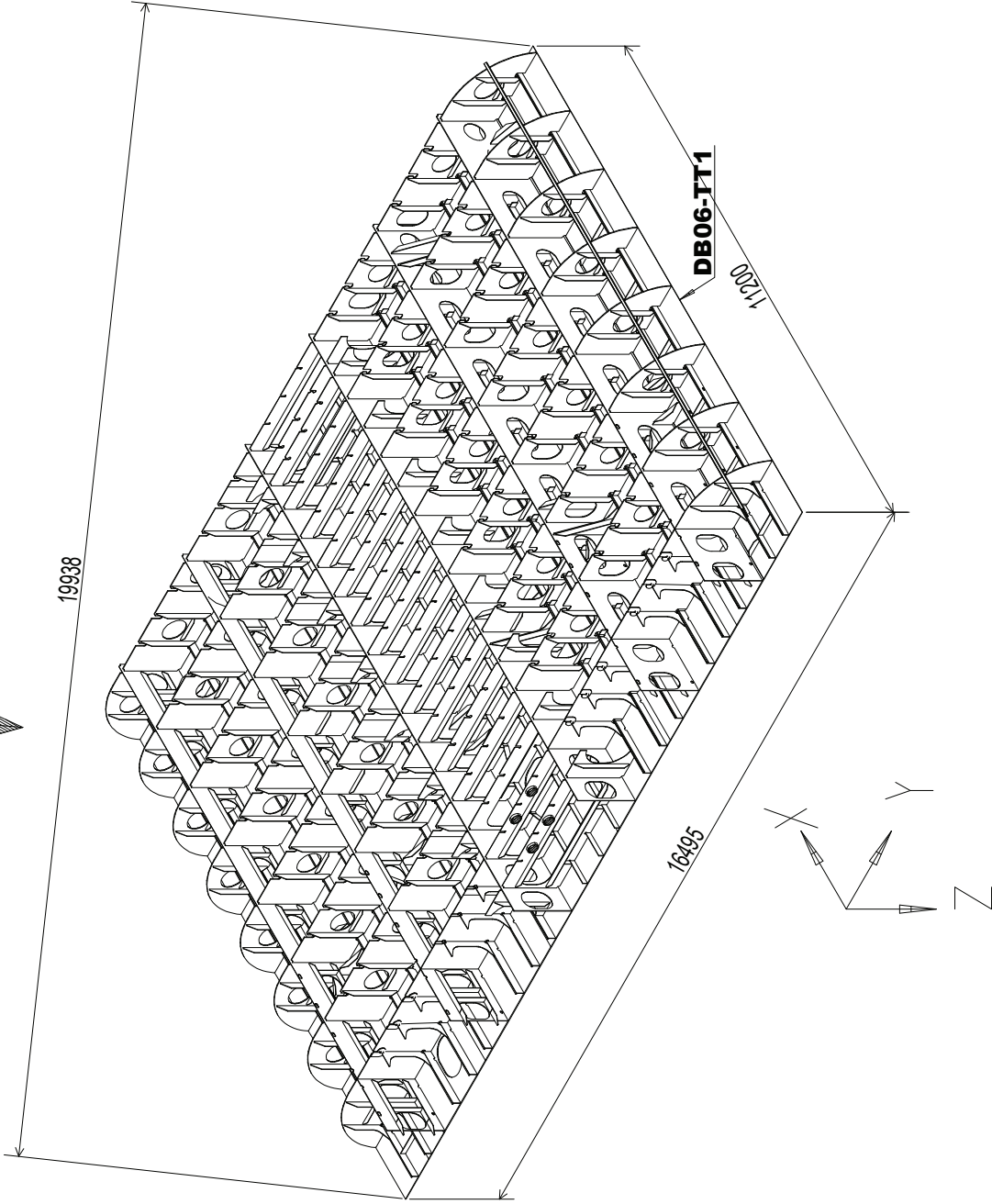
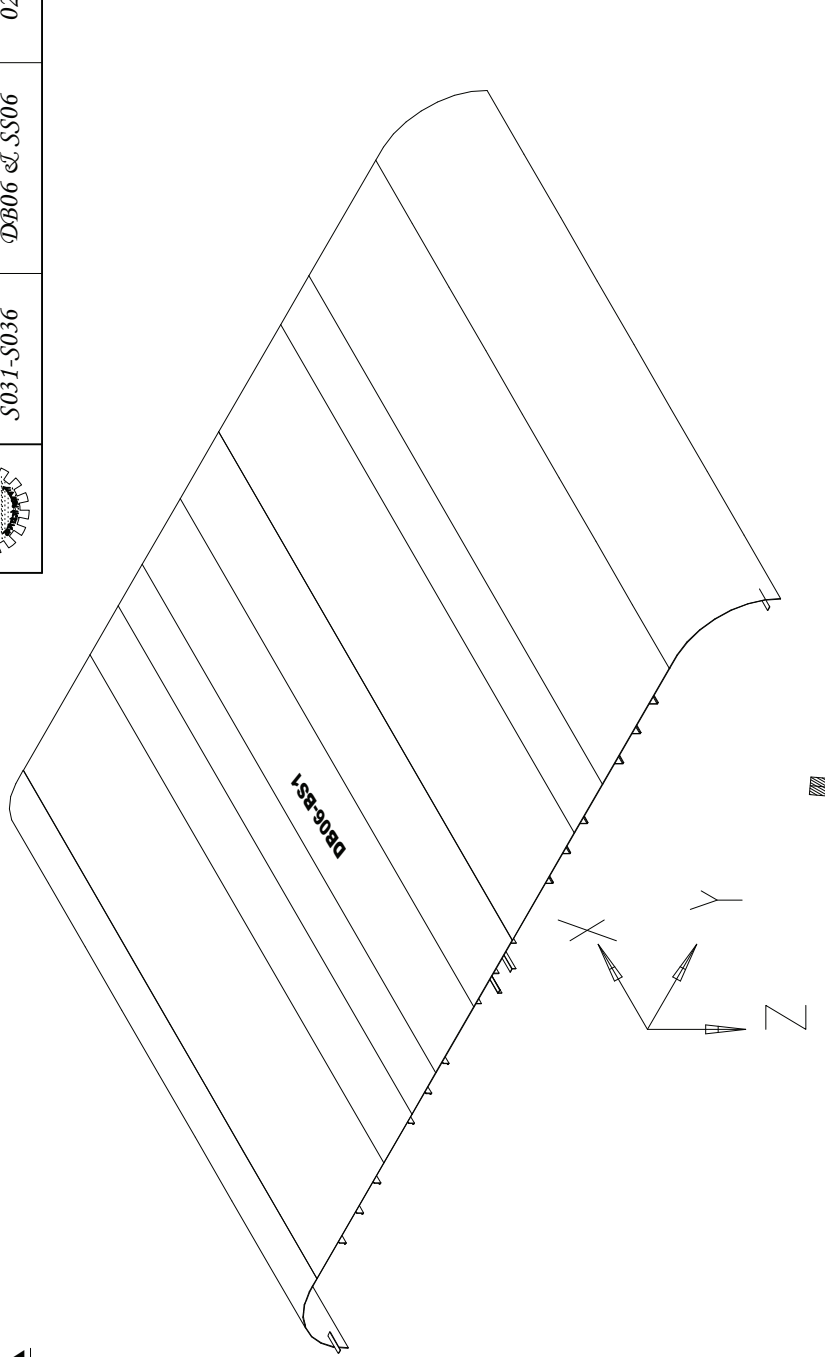
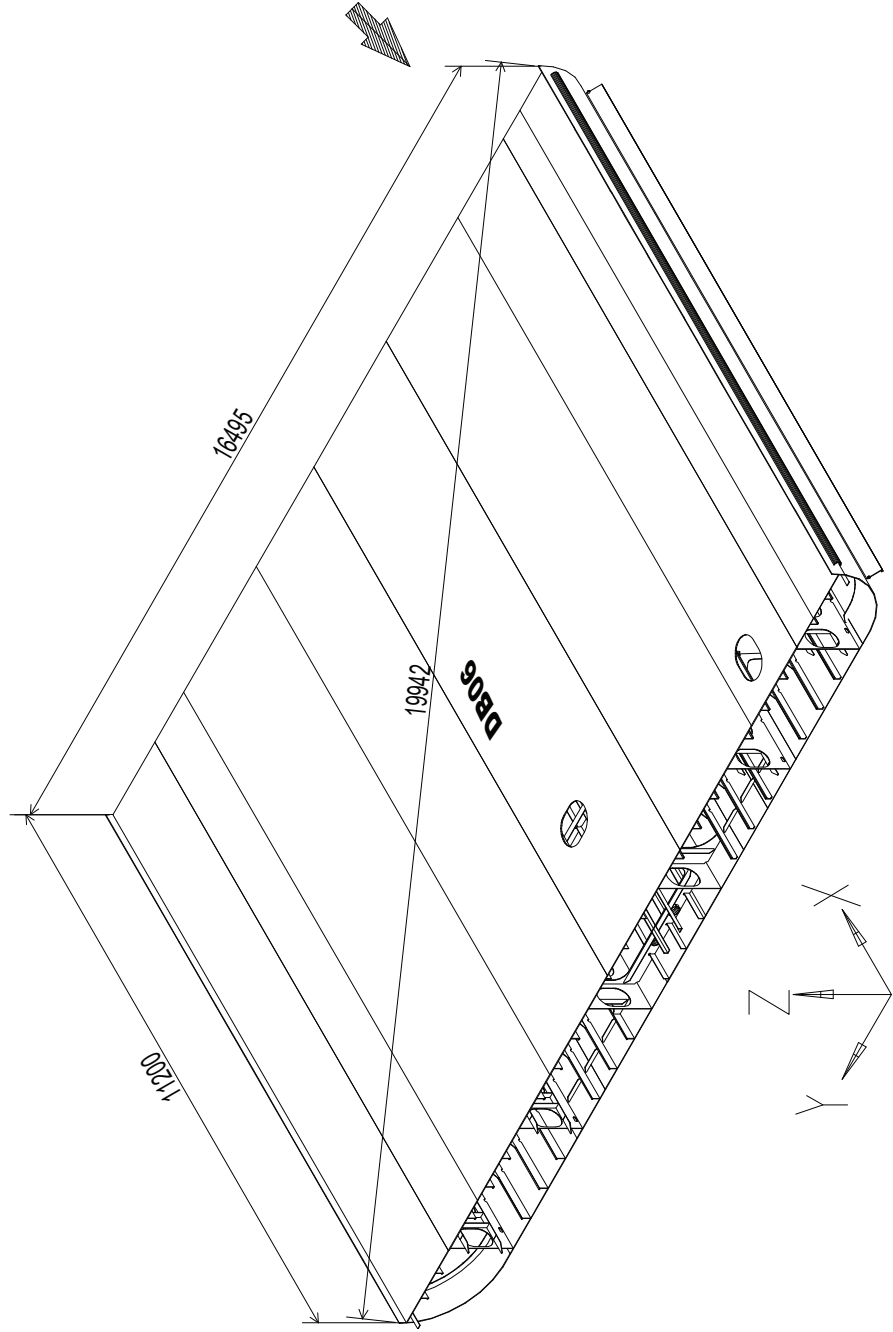
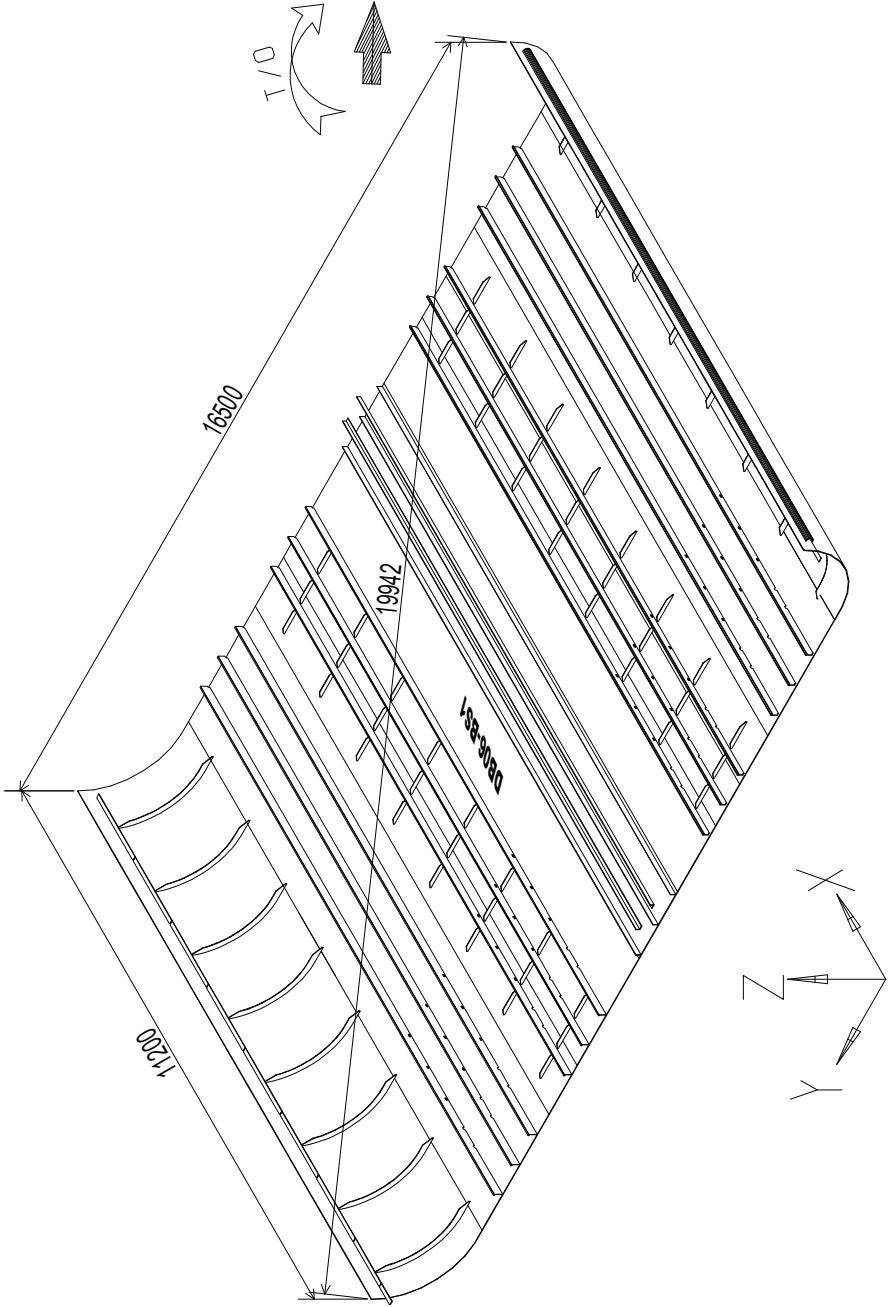


COCHIN SHIPYARD LIMITED

COCHIN - 682 015

YARD No: S031~S036		7000 DWT MULTI PURPOSE VESSEL(MPV)	
APPROVED	Thomas mathew	UNIT-DB06 & SS06 (P/S)	
CHECKED	Pallavi Y		
DRAWN	Anitha		
DATE : 25/09/2023		SCALE : 1:50	DWG. No. S031W00RG06
ISSUED TO	No.	Plg.	SHT NO.
	5	1	01/18
			A3x24

PROCESS OF DB06 BLOCK



PROCESS OF DB07 BLOCK

