



COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)
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No. INFRA/ISRF/288/2024

05 November 2024

NOTICE INVITING TENDER

Sealed competitive tenders in the prescribed form are invited on behalf of Cochin Shipyard Limited from experienced contractors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below:

Name of the work	: PAVING WITH MASTIC ASPHALT AT TRANSFER RAIL, CRANE RAIL TRACKS AND DECK AT ISRF
Estimate cost	: Rs. 2 Crores inclusive of 18% GST
Earnest money to be deposited	: Rs. 4, 00,000 /-
Cost of tender form	: Rs. 1,000/- + 12% GST = Rs 1,120/-

(Those who download the tender form from website also will be required to remit the cost along with the tender documents in the form of a separate DD/NEFT drawn in favour of Cochin Shipyard Ltd.)

Date and time of Pre-bid meeting	: 14 November 2024, 10:00 Hrs
Last date and time of issue of tender form	: 26 November 2024, 09:00 Hrs
Last date and time of receipt of tender	: 26 November 2024, 10:30 Hrs
Date and time of opening of technical bid	: 26 November 2024, 11:00 Hrs
Time of completion of work	: 4 Months

Short description of work: The scope of work consists of providing and laying Mastic Asphalt of mix design conforming to tender specifications to line and level and profiling the same to required thickness as per attached tender drawing in transfer rail recess and the area between the two transfer

rails and also in the crane rail recess. Before laying of Mastic Asphalt, the rail recess and the concrete surface shall be chipped and leveled wherever necessary and then thoroughly cleaned and roughened to requirement and one coat of bitumen emulsion RS-1 shall be applied. The work has to be executed at Jetty-2, Jetty-1, Shiplift and transfer section–A, Transfer section-B, Parking station, Workstation North & Workstation South. The finished surface after laying of mastic asphalt shall be made skid/slip resistant by suitable means.

Tenderers have to submit EMD and certificates as per Clause No.12 of Conditions of contract in a separate sealed cover superscribed as ‘Cover A’, which have to be kept outside the cover containing the price bid. The price bids of only those bidders who have submitted proof of remittance of EMD, cost of tender form, certificates signed by the contractor, other relevant documents specified in the tender, meeting eligibility criteria and found technically qualified shall be opened at a later date after giving prior intimation. Price bids super scribed as ‘Cover B’ shall be without any conditions and strictly in accordance with the tender schedule. Price bid with any clauses like reimbursement of taxes etc. or any other conditions added by the tenderer other than the price quote will be summarily rejected. Rates quoted should be inclusive of all taxes, all cess and duties but excluding Goods and Services tax.

The tender documents can be obtained from the office of the undersigned during office hours till the last date and time of issue of Tenders. The entire tender documents (NIT, Conditions of contract, bill of quantities, Tender level drawings etc.) are available on Cochin Shipyard’s website www.cochinshipyard.in and CPPP website <https://eprocure.gov.in/epublish/app>. Tenderers can download the forms and use the same for submission of the tenders. Bid has to be submitted in hard copy format and tenders duly filled shall be deposited in the Tender Box kept at the conference room of Infra Projects department at Cochin Shipyard Ltd., Perumanoor before the due date and time specified in the Tender Notice.

Sd/-

**Deputy General Manager (Infra Projects)
Cochin Shipyard Limited**



CONDITIONS OF CONTRACT

1. Conditions of contract specified herein shall be read in conjunction with notice inviting tender, bill of quantities, technical specifications, drawings and other relevant documents forming part of the contract.
2. In the Contract (as hereinafter defined) the following words and expressions will have the meanings hereby assigned to them;
 - Bad weather shall be defined as weather conditions that can disrupt quality and performance of works and make them unsafe or difficult to work, even if normal protective measures are taken. Since mastic asphalt work can be carried out only during dry weather condition, any amount of rainfall shall come under bad weather condition.
 - “Bidder” shall mean the individual, firm or Company submitting a bid / tender. “Bidder” is interchangeable with “Tenderer”.
 - “Contract” means the formal agreement signed by both parties which includes Contract agreement, work order, schedule of accepted rates, Conditions of Contract, Technical specifications and drawings, Notice inviting tender including all attachments and appendices thereto and all documents incorporated by reference therein and all correspondences up to the date of signing of Agreement.
 - “Contractor” shall mean the individual, firm, or company who enters into the Contract with the Employer, and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
 - “Contract Period” shall mean the period during which the work shall be executed as agreed between the Contractor and the Employer in the ‘Contract’ including defect liability period with approved extensions granted.
 - “Contract Price” or “Contract Value” means the sum stated in the work order for the execution & completion of entire scope of the works including Defect Liability Period subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.
 - “Date of Contract” shall mean the calendar date on which Employer and the Contractor have signed the ‘Contract’. Date of work order precedes the date of contract & 21st day of issue of work Order or site handing



over whichever is later will be the zeroth date for commencement of work.

- “Defects Liability Period” means the specified period of guarantee or maintenance from the date of completion of the whole work as certified by the Engineer-in-charge and specified in the Contract. Defects liability period of this work shall be 1 Year.
- “Employer” shall mean Cochin Shipyard Limited (Hereinafter referred as “CSL”), having registered office at Perumanoor, Kochi – 682015, on whose behalf the enquiry is issued by its representative, the Employer and shall include his successors and assignees, as well as his authorized officers/ representatives.
- “Engineer-in-charge” means the Deputy General Manager (Infra Projects) of Cochin Shipyard Limited in charge of the work or his authorized representatives.
- “Extra work” shall mean all ‘labour’, ‘equipment’, ‘materials’, ‘services’, ‘works’ in addition to those required by the ‘Contract’ document & scope.
- “ISRF” means International Ship Repair Facility.
- “Net amount payable” shall mean amount eligible to the contractor after deducting all applicable statutory recoveries like Income tax, cess etc. and all other recoveries applicable under ambit of the contract as the case may be.
- “Schedule of Rates/ Schedule of Price” means the priced and completed Bill of Quantities forming part of the bid.
- “Scope” shall mean execution of all the works covered in the contract in prescribed quantities, qualities & in a prescribed manner inclusive of those not explicitly mentioned but required for completion and intended performance of works.
- “Services” means the permanent and temporary works to be performed by the Contractor pursuant to the Contract. "Services" is interchangeable with "Works".
- “Specification” shall mean collectively all the terms and stipulations contained in those portions of the ‘Contract’ known as Conditions of Contract, the technical Specifications and such Amendments, revisions, Deletions or Additions, as may be made in the agreement and all written agreements made or to be made pertaining to the method and manner of performing the ‘Work’ or to the quantities and qualities of the materials & services to be furnished under this ‘Contract’ as well as the manner or



method of performing the Contract.

- “Substitute items” are items that are taken up with partial modification or in lieu of items of works in the contract.
 - “Tender” shall mean the offer made by individual, Firm, Company or corporation for the execution of the works. Tender includes the Technical Tender and the Financial Tender of the Bidder. "Tender" is interchangeable with "Offer", "Bid" or "Proposal".
 - “Work” or “Works” shall mean respectively the materials to be supplied and services to be provided by the Contractor under the ‘Contract’. ‘Works’ shall include construction, supply of materials, equipment, labour, services, production & complete laying, including all transportation, handling, loading and unloading, storage etc. as per contract.
 - "Work Order" means the letter sent by the Employer notifying the contractor that his proposal has been accepted and that the Vendor/ Contractor is required to sign the Contract Agreement.
 - Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act(1872).
3. If any difference is found in different parts of the tender documents, the following will be in order of precedence:
- (i) Bill of quantities/Financial bid
 - (ii) Addendum/Corrigendum etc. if any issued
 - (iii) Drawings
 - (iv) Technical Specifications
 - (v) Conditions of contract
 - (vi) Notice inviting tender
 - (vii) All other correspondences between employer and bidder
- However, all of the above shall be read in conjunction while operating any item. The order of precedence shall only govern in case of any discrepancy.
4. Throughout the bidding documents, the terms “bid” and “tender” and their derivatives (“bidder / tenderer”, “bid / tender”, “bidding / tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural. Part of a day shall be reckoned as full day for considering hindrances to work.



5. The location of the site is at ISRF project area of Cochin Shipyard Limited at Indira Gandhi Road, Willingdon Island, Kochi.
6. The scope of work consists of providing and laying Mastic Asphalt of mix design conforming to tender specifications to line and level and profiling the same to required thickness as per attached tender drawing in transfer rail recess and the area between the two transfer rails and also in the crane rail recess. Before laying of Mastic Asphalt, the rail recess and the concrete surface shall be chipped and leveled wherever necessary and then thoroughly cleaned and roughened to requirement and one coat of bitumen emulsion RS-1 shall be applied. The work has to be executed at Jetty-2, Jetty-1, Shiplift and transfer section-A, Transfer section-B, Parking station, Workstation North & Workstation South.
7. Bidders should note that the work has to be carried out on “As is where is” basis. Shifting of equipments, materials from area of work and providing of hard temporary barrication and other necessary incidental works may be required prior to commencement of work at contractor’s own cost. Hence bidders are requested to visit the site and thoroughly understand and assess the current site conditions and scope of works to be executed before submission of bid. The tenderers are expected to have inspected the site before quoting, read the conditions thoroughly and understand the nature of works to be executed and site conditions in all respects. Clarifications, if any may be obtained from Engineer-in-charge before the tender is submitted, and if clarifications/details are not obtained before the tender is submitted, no claim on this account will be admitted.
8. The contractor is expected to acquaint himself with the site conditions, other ongoing works at work site, labour situation, wage and benefits applicable to labourers, working hours, out turn of work by labour and the fluctuations which are likely to happen till the work is completed on all the above aspects prior to quoting the rates. The submission of a tender by tenderer implies that he has made himself aware of all the above situations and conditions. Any extra claim on this account will not be entertained.
9. Bidders are also advised to carryout detailed topographic survey of work site at own risk and cost and assess actual site conditions prior to submission of bids. No claims of whatsoever nature shall be admissible on account of variations in rail alignment, levels of deck/rail if any noticed or encountered at site during execution stage.
10. All the tender documents (NIT, conditions of contract, specification, tender schedule, drawings, annexures and proforma of check list) are available on Cochin Shipyard’s website www.cochinshipyard.in and Govt. website



<https://eprocure.gov.in/epublish/app>. Tenderers can download the forms and use the same for submission of the tenders.

11. All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted only in the CSL website www.cochinshipyard.in. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender. All corrigenda, addenda, amendments and clarifications will be part and parcel of the contract agreement.
12. The tender for the work will be based on Single Bid two cover system. The tender has to be submitted as technical bid and Financial/Price bid in two covers.

Cover-A

Technical bid shall consist of two separate covers A1 & A2. Cover A1 shall contain cost of tender form specified in notice inviting tender and EMD for Rs. 4,00,000/- in the form of Demand Draft/NEFT encashable at Cochin drawn from any nationalized/scheduled banks in India in favour of Cochin Shipyard Limited and shall be kept inside of cover A. EMD will not accrue any interest. Bank Account details of CSL for remitting cost of tender form/EMD are mentioned below;

State bank of India

Shipyards branch

Account no: 10319928321

IFS code: SBIN0003229

Cover A2 shall consist of the following:

- i. Proforma of checklist duly filled and signed.
- ii. Following declaration (Annexure-4) signed by the contractor.

“I/WE HAVE INSPECTED THE SITE AND GONE THROUGH THE TENDER TERMS AND CONDITIONS IN FULL AND UNDERSTAND AND ACCEPT THE SAME AND HEREBY TRULY CONFIRM AND DECLARE THAT THE RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES, ALL CESS AND DUTIES BUT EXCLUDING GOODS AND SERVICES TAX. I / WE ALSO CONFIRM THAT COVER B (PRICE BID) DO NOT CONTAIN ANY CONDITIONS”

“I/WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS



TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID”

- iii. Declaration at Annexure- 5 duly filled and signed by the contractor.
- iv. Signed and stamped tender documents
- v. Other relevant document as per requirement of tender such as notarized work completion certificates & work orders, audited balance sheet & profit and loss account, solvency certificate, PAN/GST/ESI/EPF details etc.
- vi. Proposed methodology of work
- vii. Details of plant & machinery proposed for work

Cover –B

Financial /price bid shall contain the rates and amount for each item of work. There shall not be any clause like reimbursement of taxes, price variation etc. added by the tenderers in the price bid. Price bid with any clause and conditions other than rates and amount will be summarily rejected.

The cover A & cover B shall be then put together in another cover marked Cover C. All the covers shall be sealed and super scribed with name of work, due date, name and address & Contact No: of contractor.

Cover C shall be opened at 11:00 Hrs on 26 November 2024 at the Conference room of Infra Projects department at CSL main building. At first, cover A1 containing EMD, cost of tender form and cover A2 containing technical bid shall be opened. In case the cost of tender form, earnest money is not deposited or is not in order, the tender shall be returned to the tenderer unopened either on the spot, if the tenderer is present or later by post. Only a mention to this effect shall be made in the tender opening register.

Price bid (cover B) of those tenderers who have submitted cost of tender form, EMD and found technically qualified and have submitted undertaking that Cover B does not contain any conditions and submitted all other relevant proforma/certificates duly filled and complete in all respects and meeting eligibility criteria shall only be opened. The date of opening of financial bid shall be separately intimated to technically qualified bidders. Tenderer should ensure that his quoted amount as per cover B is not mentioned anywhere in other documents, directly or indirectly. If any such mention is made the tender will become invalid and shall become liable for rejection.

13. Eligibility criteria

- a) Technical eligibility - Experience of having successfully completed similar works during last 7 years ending on the date of submission of tender should be either of the following:



(i) Three similar works, each work costing not less than Rs. 80 Lakhs

OR

(ii) Two similar works, each work costing not less than Rs. 1.2 Crores

OR

(iii) One similar work costing not less than Rs. 1.6 Crores

The value of similar work executed shall be brought to current value by enhancing the actual executed value at simple rate of 7% per annum.

Similar work: Experience of carrying out mastic asphalt works conforming to MoRTH/ IRC specifications in major roadways/highways/Flyovers/Bridges carried out for reputed government agencies and private agencies will be treated as similar work. In case bidder is furnishing experience certificate of works executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.

Bidders are required to submit notarized work completion certificates and work order for works meeting eligibility criteria. Based on these submissions, CSL may conduct site inspection to verify authenticity of submitted experience credentials and bidder shall facilitate the same.

b) Financial eligibility: Average annual financial turnover during the last three financial years ending 31st March 2024 shall be at least Rs. 1 Crores. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.

An attested copy of audited balance sheet and profit & loss Account for the preceding 3 years has to be submitted in proof of financial turn over. Year in which no turnover is shown would also be considered for working out the average financial turnover per annum.

The Bidder shall submit the solvency certificate from his bankers/ financial institutions for an amount of Rs. 80 Lakhs to the effect that bidder is financially sound and has sufficient resources for executing the work as per mutually agreed schedule. The bidder shall submit the solvency certificate, not older than 1 (One) month prior to last date of submission of this tender.

c) The bidder shall not be put on holiday by CSL or black listed or terminated by any Government Department / Public Sector undertaking etc.

d) The bidder shall have valid GST, PAN, ESI/EPF registration etc. Contractors



registered under the GST Act should only participate in the tendering process. GST Registration number is to be clearly mentioned in the tender. The tenderer shall furnish documentary evidence in support of GST Registration.

14. Canvassing in connection with tender is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. It will be mandatory for the bidders to indicate their bank account numbers and other relevant E-payment details as per Annexure-13 so that payments could be made through NEFT mechanism.
16. The rates quoted by the contractor shall be for finished items of works including supplying appropriate materials, labour, equipment/tools, cleaning, conveyance, mobilization & demobilization charges, loading and unloading charges, transportation charges, formwork, staging, shuttering, surveying charges, waste/debris disposal charges, site barrication charges, other incidental expenses etc. all complete.
17. Rates shall be quoted both in figures and words. Rates quoted should be in Indian Rupees inclusive of all taxes, all cess and duties, but excluding GST in accordance with the tender schedule.
18. All rates shall be quoted in the price bid. In the event that no rate has been quoted for any item(s), then the rate for such item(s) will be considered as zero and tender evaluated accordingly. If the bidder becomes L1 during such evaluation, then non quoted items (s) of work have to be executed with zero rates.
19. The tenderer should keep open the validity of the tender normally for 90 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/email by the Engineer-in-charge before the expiry of the original validity, would be intimated. The receipt of the intimation of the Engineer-in-charge should be acknowledged. Should any tenderer withdraw his tender before this period, or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL, the earnest money deposited by the tenderers shall be forfeited.
20. The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. The tenderer should quote for all the items in tender schedule.
21. The rates quoted by bidder shall remain firm till completion of all works even



during the extended period, if any, on any account what so ever nature.

22. The tenderers shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein. The tender documents and drawings are to be returned along with the tender, duly signed by the contractor in all pages.
23. Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender.
24. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.
25. Joint venture companies/Consortium of companies or subsidiary firms depending on parent firm for eligibility criteria are not eligible for participating in this tender.
26. Late tenders, tenders with conditions and conditional rebates/ discounts will be summarily rejected.
27. Price Bids shall be evaluated based on overall total amount (Landed cost of CSL). The overall total amount is arrived from the sum of the total amount of



individual items quoted by the contractor plus applicable GST.

28. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the Schedule of rates/Schedule of prices formats. If some discrepancies are found between the rate/amount given in figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.
29. When there is a difference between the rate in figures and in words for an item, the lowest of rate specified in words/figures shall be considered.
30. When the rate quoted by the Bidder in figures and words tallies but the amount specified is incorrect, the correct amount shall be worked out by the department by multiplying quoted rate with quantity specified in bill of quantities.
31. During the evaluation of tender, Engineer-in-charge may at his discretion ask the bidders for clarifications. Request for clarification will be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification to bidders will be entertained.
32. Normally CSL will award the contract to the Bidder whose bid has been substantially responsive to the bidding documents and who has offered lowest evaluated total amount. However, if in the opinion of CSL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, CSL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by CSL shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability. However CSL shall not be bound to recognize/accept the bidder's analysis. As a result of negotiation, bidder may offer rebate on his earlier quoted Price. The acceptance of tender will rest with Engineer-in-charge who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.
33. CSL reserves the right to conduct negotiations with L1 bidder to have possible reduction from the original offer if the condition so warrants. The bidder shall attend the negotiation meeting in time upon intimation to them by CSL.
34. Cochin shipyard reserves the right to award the work to one or more contractors or delete any part of the work from the scope of the contract or cancel the tender without assigning any reason.
35. The successful tenderer will be required to execute an agreement at his expense



on proper value Kerala State Non-Judicial Stamp Paper in the prescribed departmental format within 10 days of issuance of work order by Employer. Till signing of agreement, the tender together with the acceptance letter/work order shall constitute a binding contract between the Contractor and Cochin Shipyard Ltd.

36. In the event of the tenderer, after the issue of work order by CSL, failing /refusing to execute the agreement, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractors calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event CSL shall have full right to claim damages thereof either together with or in addition to the forfeiture of Earnest Money Deposit.
37. EMD of unsuccessful bidders except L1 and L2 bidders will be released after the checking of the comparative statement by the Finance department. EMD of L2 bidder will be released on issuance and acceptance of the Work order by the successful bidder (L1 bidder) or after expiry of 3 months whichever is earlier. EMD of successful bidder shall be released on submission of performance security bank guarantee.
38. The contract shall come into effect on the date of signature of both the parties on the contract (effective date) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries, supplies and performance of the service shall commence from the effective date of the contract.
39. The time of completion of work of 4 months shall be reckoned from the 21st day of the date of issue of work order or the date of handing over the site whichever is later. The time allowed for carrying out the work as mentioned above shall be strictly observed by the contractor. The work throughout the time period shall be executed with diligence keeping in view that time being deemed to be the essence of the contract.
40. The successful Bidder shall furnish 5% of contract value as Performance Security within 10 days from the date of issue of work order. Performance guarantee should be furnished in the form of an irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Nationalized/scheduled bank operating in India. The BG furnished towards the Performance Security shall be valid for a period until a date 30 days from the day of expiry of the defect liability period of 1 Year. Performance security shall not accrue any interest. Performance Security will be released / refunded to the Contractor based on written request received from the contractor not later than 30 days from the date of completion of Defect Liability of the work. Bank



guarantee should be submitted only in the format enclosed at Annexure – 7. If the terms of the bank guarantee specify its expiry date, 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee up to the duration of defect liability period plus 30 days (Including revisions if any).

41. Security Deposit (SD) shall be at 10% of the contract value or value of the work done whichever is higher and it shall consist of two parts:

- a) Performance Security to be submitted at award of the work (5%)
- b) Retention money at the rate of 5% of running account bills subject to maximum SD of 10% of executed value of works. Retention money shall not be recovered, if the contractor submits irrevocable bank guarantee equivalent of 5% of awarded contract value initially itself. Irrevocable Bank guarantee in lieu of security deposit has to be taken from any nationalized or schedule bank in India and should be enforceable and encashable at Cochin and should be valid up to defect liability period plus 30 days (including revisions if any).

The total amount thus deposited towards SD will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the Contractor of the terms and conditions of the contract. The contractor has to make good all defects during the defect liability period at his own cost. Retention money shall be released on satisfactory completion of 1 year of defect liability period /guarantee period.

42. Contractor may note that part of the worksite is currently occupied by CSL operations department and other agencies engaged by CSL for ISRF project. For the purpose of laying of mastic asphalt, the site will be handed over in full. However, if this is not possible due to reasons that cannot be anticipated now, site shall be handed over in multiple phases based on the exigency of work. If there is any delay in work due to delay in handing over of site by CSL which is not attributable to the contractor, proportionate extra time will be granted if found necessary by the Engineer-in-charge without any additional cost implication and the decision of Engineer-in-charge shall be final.

43. The successful bidder (contractor) shall not subcontract, transfer or assign the work to any other Agency nor shall transfers be made by the 'Power of Attorney' authorizing others to carry out the work or receive payment on behalf of the Contractor. In case any specialized part of the works is subcontracted; after getting written approval of CSL, the liabilities of those works shall also lie with the principal Contractor.



44. The quantities given in the Bill of quantities are indicative only. Variation (positive & negative) is permitted in quantity of each individual item. Contractor is bound to execute the variation if any for individual items as per the quoted schedule of rates/prices without any additional cost to Employer. Theoretical quantity as per tender level drawing or actual quantity of mastic asphalt produced and laid at site whichever is lower shall be considered for payment.
45. For items not existing in the Bill of Quantities (extra item), rate payable shall be determined by methods given below and in the order, given below and whichever is lower shall be paid;
- i. Rates and prices of relevant item in the Delhi Schedule of Rates 2021 plus cost index applicable for Cochin.
 - ii. Market rates of materials and labour, hire charges of plant and machinery used, plus 15% extra for overheads and profits of Contractor. Contractor has to furnish site observed data jointly certified by contractor, employer for computing local market rates along with supporting documents such as tax invoice of materials procured, labour deployment log book, work order/purchase order showing hire charges of plant and machinery, work order showing labour rates etc. to employer.
46. But for items not listed in the bill of quantities, but can be considered as substitute item, rate payable shall be determined as below:
- Rates and prices derived from the accepted rate of similar items in Contract.
47. If there is delay in the Employer and the Contractor coming to an agreement on the rate of an extra/substitute item, rates as proposed by the Employer shall be payable provisionally till such time the rates are finally determined or till such date rates are mutually agreed.
48. Time is the essence of contract. A grace period of 15 days from stipulated contract period of 4 months shall be granted by the employer beyond which liquidated damages not by the way of penalty shall be levied. In case the contractor fails to complete the whole work within the stipulated period including all approved extensions granted and above mentioned grace period, contractor shall be liable to pay liquidated damages (not by the way of penalty) at the rate of 1% of the value of the contract per week and when the delay is not a full week or in multiples of a week and involves a fraction of week, the compensation payable for that fraction shall be proportional to the number of days involved subject to a maximum of 10% of the value of the executed contract amount. However, a grace period of 15 days from stipulated contract period of 4 months shall be granted by the employer beyond which liquidated



damages not by way of penalty shall be levied. The parties agree that this is a genuine pre-estimate of the loss or damage which will be suffered by CSL on account of delay on the part of the contractor and said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay or breach. The Employer shall be at liberty to adjust or deduct the said amount of liquidated damages (not by the way of penalty) from any amount due to the contractor including security deposit.

49. If the contractor abandons the contract or fails to commence the work in time or suspend the work for long duration (10 days) or delay the progress of the works without valid reasons acceptable to CSL or labour dispute with their workers or poor safety records or poor quality of work or workmanship etc. is noticed, then CSL will terminate the contract and arrange the work at the risk and cost of the terminated contractor. In such case, security deposit submitted by the contractor shall be forfeited forthwith.

50. The contractor shall not stop the work or abandon the site for whatsoever reason except force majeure conditions. Force majeure shall apply to both parties. The following shall amount to force majeure: -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies
- Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war
- Riot, commotion, disorder, strikes or lockout by persons other than the contractor's personnel and other employees of the contractor
- Munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity and Natural catastrophes such as earthquake, flood, Tsunami, hurricane, typhoon or volcanic activity.
- Epidemic, pandemic, famine etc.
- Strikes, Harthal or boycotts interrupting supplies and services to the site (excluding strikes or boycotts by employees, agents or representatives of contractor, or its subcontractors for any reason whatsoever);
- Fire caused otherwise than by any act or omission on the part of the contractor or its agents, servants or employees or its subcontractor;
- Quarantine and lockdowns, regulations etc. enforced by statutory authorities
- Bad weather conditions
- Any event or circumstance of nature analogues to any of the above or an



Act of God.

51. If the contractor suffers delay in due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay without any additional cost implication to CSL, provided that on the occurrence of any such contingency, the contractor should report in writing to CSL within five days of occurrence of event with all supporting evidences. A hindrance register shall be maintained by CSL in which the hindrances due to force majeure and hindrances attributable to CSL/Contractor shall be recorded and signed by both parties. The hindrance so recorded will be regularized in accordance with the Contract provisions. The contractor shall resume performance of its obligations under this Contract as soon as possible after the Force Majeure event no longer exists. During the period of Force Majeure, CSL shall not be responsible for any cost including idling/prolongation charges resulting from a Force Majeure event.
52. Contractor is eligible for submitting a maximum of one running account bill in a month. The monthly payment shall be based on the bill submitted by the contractor. The bill for previous month along with detailed measurement shall be prepared and submitted on 7th working day of the current month and payment shall be released within 15 working days from the date of submission of claim (bill) by the contractor or date of acceptance of the bill by both parties whichever is later. The contractor shall submit running account bills in one Original and one copy along with joint measurements. The contractor shall inform the Engineer-in-charge or his representative well in advance for recording the joint measurement. The contractor shall submit the bill after joint measurement along with all necessary site documents such as mastic asphalt laying register/pour card, other required checklists and other statutory documents such as workmen attendance register, wage register, EPF/ESI remittance details, welfare dept. compliance format etc. Based on the joint measurement of works, a computerized measurement book shall be prepared which shall be certified and submitted to CSL by the contractor in one original and one copy along with the bill claim. A bitumen register shall be maintained at site to record the consumption of bitumen and same shall be submitted along with running account bills.
53. Certification and payment shall be made for areas where entire scope of awarded works are completed which includes surface preparation such as chipping of deck, cleaning, application of bitumen emulsion and laying of mastic asphalt to required thickness and finishing. Measurement shall not be taken for area where partial scope of works is carried out. For the completed items of the work, measurements shall be specifically noted in the measurements book as final measurements and it shall be signed and accepted



by the contractor and CSL.

54. Contractor shall clear all dues if any in connection with statutory authorities such as EPFO, labour department, ESIC, other government agencies prior to submission of final bill. The final bill shall be paid within one month from the date of submission of claim (bill) by the contractor or completion of all the items of work or date of acceptance of the final bill by both parties whichever is later.
55. The income tax/labour cess/ any other statutory taxes, as per the rules /directions of the concerned government departments, prevailing in force at the time of payment of bills will be deducted while making payment or when crediting the amount to the account.
56. Engineer-in-charge shall have the right to take possession of or use completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of such work.
57. Upon completion of all the works/termination of contract, the contractor has to clear all the debris and make the work site area neat and tidy and dismantle and demobilize all plant and machinery, temporary structures etc. within a period of two weeks. The final bill shall be paid only upon compliance of same.
58. CSL is an ISO 9001, ISO 14001 and ISO 45001 certified firm. All the contractors and subcontractors shall comply with the measures related to the Quality, Health, and Safety & Environment (QHSE) policy of CSL.
59. It is the responsibility of the contractor to follow all safety rules and regulations in force, during the currency of contract in CSL, and any violation of the same during the course of work will be at the risk and cost of the contractor and will attract penal action. CSL Safety instructions are available in CSL website and the same may be referred before quoting the rates.
60. Welding Sets without ELCB and Safety Relay shall not be permitted at site. Also flashback arrester is to be provided in all cutting torches. Necessary instructions regarding safety shall be strictly adhered to by the contractor. Safety permits shall be taken prior to commencement of hot work. All necessary PPE required for carrying out hot work safely shall be ensured at site.
61. Any violation of Safety rules by the contractor, CSL will impose penalty of Rs. 2000/- depending on the gravity of violation. Action for debarring the contractor also will be taken in case of repeated violation. If any accident is caused due to safety violation and any damage to the company property occurs, suitable penalty will be imposed by CSL including termination of contract, if required.



62. The contractor shall report to the Engineer-in-charge details of any accidents as soon as possible after its occurrence. In the case of any fatal or serious accident, the contractor shall in addition, notify the local police authorities immediately by available means.
63. The workmen are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc. at site and any illegal activity by the work men should be reported to Engineer-in-charge without delay and the contractor shall remove such persons from the work site forthwith.
64. The contractor shall provide temporary hard barrication of areas where works are progressing from cleaning stage till 24 hours since laying time of mastic asphalt to ensure quality and finish of mastic asphalt.
65. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
66. All notices / written orders issued by CSL to the contractor under the terms of the contract shall be served by sending by Post or email or delivering the same to the contractors authorized site official nominated for this purpose. All notices to be given to CSL under the terms of contract shall be served by sending by post, email or delivering the same to Engineer-in-charge.
67. The Contractor may have to work round the clock including holidays and night shift if required to complete the work in time without any extra cost to CSL. However, works executing out of office hours and holiday shall be informed to the Engineer-in-charge well in advance and get his clearance.
68. The normal working time of the CSL is from 8:00 A.M. to 4.20 P.M on all weekdays and Saturdays with half an hour interval from 12.15 noon to 12.45 P.M. All Sundays, second Saturday and fourth Saturday are holidays. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-charge for the same. Necessary supervision will be arranged by the department.
69. The contractor or his authorized representative with sufficient experience shall be available at site throughout the period of contract for receiving instructions from department, arranging and executing the work. Work should not be carried out without presence of contractor's technical staff with sufficient experience.
70. The Contractor / representative shall report at the office of the Engineer-in-charge on all working days before 8:30 Hrs and receive instruction regarding



the works.

71. If any ambiguity arises as to the meaning and intent of any of portion of the specifications and drawings or as to execution or quality of any work or material or as to measurement of the works the decision of the Engineer-in-charge shall be final and binding on the Contractor.
72. The contractor shall thoroughly study the specifications and drawings and errors/omissions/modifications if any shall be brought to the notice of the Engineer-in-charge well in advance so that a final decision in the matter could be given in time.
73. Contractor has to make arrangements at own risk and cost for ensuring water, electricity, material handling equipments, other equipments such as welding/grinding/buffing machine/compressor/DG/ Mastic Cooker/Sprayer/Boiler/Burner etc., site office, workers hygiene and sanitation facilities, PPE's, barricading facility material storage facility, watch and ward facility for safety of materials and equipments etc. at work site.
74. All care shall be taken to keep the site clean without dumping any debris as far as possible.
75. Labour Accommodation at site is not permitted. But contractors can construct temporary site offices, workers change/rest room, material storage room etc. if any required after getting prior approval from CSL. Night Shift working is permitted.
76. The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-charge of the work and any construction so put up shall be removed by the contractor whenever the Engineer-in-charge calls upon the contractor to do so.
77. The Contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/ or erected by him at site. The Contractor shall ensure the protection of all his materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site with the written permission of the Engineer-in-charge in the prescribed manner.
78. All materials not herein detailed and fully specified but which may be required for use on works, shall be subjected to the approval of the Engineer-in-charge without which they shall not be used anywhere in the permanent works.



79. Contractor shall submit tax invoice and material test certificate (MTC)/test reports wherever available of major bought out items like bitumen, emulsion etc. prior to use in permanent works.
80. All rejected materials shall be removed within 3 days from the date of written order to that effect. In case the rejected materials are not removed within the specified period mentioned above the same will be removed by CSL at the cost and risk of the contractor.
81. The work shall be carried out without damaging any of the existing structures/ transfer and crane rail system, vessels, structures under construction/ underground pipelines or cables, bought out items procured by CSL/CSL appointed contractors, etc. in the locality. If any damage occurs to the CSL property due to the contractor's operation, it shall be compensated / made good at contractor's risk and cost to the satisfaction of the Engineer-in-charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
82. All labour, skilled and unskilled shall be provided by the contractor. Bidder shall also note that work site is a highly protected area. Currently the area of work is not under CISF control. However during course of work, the area will be fully under CISF control. Then the entry and exit of labour shall be regulated based on entry passes issued by security agencies and hence all labour engaged should possess valid photo identity card and police clearance certificates (PCC).
83. Settling any dispute with the labour/ subcontractor will be contractor's responsibility. The workers engaged for works should have sufficient knowledge and experience in the respective fields. This shall be proved to the Engineer-in-charge. Contractor at own risk and cost has to meticulously follow the following statutory rules prevailing in India during the entire period of contract. Contractor shall take note that Employer is no way liable or responsible for any of its omissions, non-compliances and contractor should implement the same scrupulously. All disputes or non-compliance shall immediately be addressed and settled by the contractor at his risk and cost. The contractor shall indemnify and keep employer indemnified against payments to be made under and for the observance of the laws aforesaid and relevant Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors. It is also expressly informed that Employer is no way responsible or liable for in respect of any consequential damages or payments or remittances arising out of or in relation, including but not limited to the statutes mentioned below:
- Contract Labour (Regulation and Abolition Act)
 - Employees Compensation Act.
 - ESI Act



- EPF Act
- Minimum Wages Act
- Payment of Gratuity act.
- BOCW Act
- Any other acts/ rules stipulated by Govt. Authority during contract period

However, if employer incurs any cost or expense on account of inaction or non-compliance of statutory requirements and rules by the contractor or their sub-contractors, the expense incurred by the employer shall be deducted from any payment due to the contractor or from security deposit or by actions of law.

84. Waste materials are to be cleared from site on a day-to-day basis. Each area of working is to be cordoned off with necessary signboards and barriers to ensure safe transportation of men and material as directed by the Engineer-in-charge. Measures for dust control shall be ensured by the contractor at no extra cost to employer.
85. Contractor shall work in close co-ordination with those agencies working in the same work site at the same time. The space for storage of materials for each work should also be decided by mutual agreement among the contractors working in the same area. CSL will not entertain any claim regarding non-availability of space for storing materials nor can enter into any discussion to settle the dispute between contractors regarding usage of space for storing materials etc.
86. Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between CSL and the contractor under mediation. Any grievance in connection with the work/Contract can be addressed to the Grievance Redressal Committee of Cochin shipyard Ltd. All representations to the Grievance Redressal Committee should be submitted to the Company Secretary, Cochin Shipyard Ltd in the specified format. The name and contact No: of Grievance Redressal committee members can be had from the Engineer-in-charge. Arbitration under provisions of Indian Arbitration and Conciliation Act shall not be applicable for this contract.
87. Any litigation in connection with contract shall be subjected to the exclusive jurisdiction of the Courts at Kochi, India.
88. CSL shall not be liable for, or in respect of, any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, except an accident or injury resulting from any default of CSL, the contractor shall indemnify and keep CSL indemnified against all such damages



and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

89. The contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the works. All labour engaged for the work shall be suitably insured through ESI/workmen compensation policy or such other equivalent policies. Provided that, in respect of any persons employed by any sub- contractor, the contractor's obligations to insure as aforesaid under this sub- clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that CSL is indemnified under the policy, but the contractor shall require such sub-contractor to produce before CSL, such policy of insurance and the receipt for the payment of current premium.
90. Notwithstanding anything contained to the contrary in any or all the clauses of this document, Employer in best interest of work may assist contractor in procurement of materials such as bitumen, emulsion, aggregates, lime etc. if in the opinion of Employer, the financial condition of the contractor is adversely affecting progress of work. In such a scenario, Employer may procure and supply the materials to the contractor for smooth execution of work. Contractor shall place firm purchase order for procurement of materials and Employer shall effect payment directly to contractor's supplier. Selection of supplier, compliance of quality provisions, transportation and handling charges, storage charges, other procurement related matters etc. shall be managed and expenses borne by the contractor. In such a case, the actual amount incurred by Employer in procurement plus 10% of procurement charges towards Employer's overheads shall be recovered from the running account bill of the contractor. The decision and right to exercise this clause lies solely with Engineer-in-charge without prejudice to rights of the Employer under other clauses of the contract agreement and decision of Engineer-in-charge shall be final and fully binding on the contractor.
91. Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than Indemnities. The total liability of the Contractor to the Employer, under or in connection with the Contract other than against Site Facilities provided by the contractor, Indemnities and Intellectual and Industrial Property Rights shall not exceed accepted contract price. However, the provisions of this clause shall not limit liability in any case of fraud, deliberate default, acts of omissions or reckless misconduct by the defaulting Party.
92. The contract involves an obligation of secrecy and the contractor, his agents, servants or sub-contractor or their agents or servants shall observe and comply



with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or re-enactments thereof. Any breach of this clause shall constitute a breach of the contract. The contractor shall not disclose to anybody the details of drawings prepared for the work without the approval of CSL. No photographs of the CSL area shall be taken or permitted by the contractor to be taken by any of his employees without the approval of the competent authority and no such photographs shall be published, or otherwise circulated without the approval of CSL.

93. Bidders should note that provisions such as mobilization advance, secured advance, price adjustment against labour/ POL/ bitumen/ emulsion etc. is not applicable in this contract.
94. The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work any error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor on being required to do so by the Engineer-in-charge, shall at his cost rectify such errors to the satisfaction of the Engineer-in-charge. The checking of any setting out of any line or level by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall provide all necessary instruments, appliances and labour required for the Engineer-in-charge for checking, if any, of the setting out. The contractor shall carefully protect and observe all benchmarks, site levels, pegs and other things used in setting out the works.
95. The contractor should clear the site of debris, rubbish and balance materials including any built-up structures for purpose of work and clean the area, to the satisfaction of the Engineer-in-charge when the work is completed, at no extra cost. Waste materials like concrete debris, unserviceable material, balance raw materials etc. are to be cleared from site by the contractor.
96. All materials to be used for the work will have to be got approved by the Engineer-in-charge before use. Unless otherwise decided by the Engineer-in-charge all the materials are to be procured by the contractor.
97. Contractor shall strictly adhere to the instructions of CSL during execution of work.
98. The Performance of Contractors obligations under this agreement/ contract shall be notwithstanding any objection/ litigation instituted by old contractor and or any third party unless otherwise by any court order preventing such



performance.

- 99. Contractor unequivocally undertakes that it has inspected the site and independently assessed the scope of work and its nature and is well aware about the circumstances under which such work is awarded to it, and that the same is accepted by Contractor at its own risk and on “As is where is” basis. Once accepted, any claim/excuses by Contractor on account of work performed by earlier contractor(s) shall not be entertained.
- 100. Specific points that require clarification in pre-bid meeting should be submitted to DGM (Infra Projects) on or before 12:00 Hrs on 13 November 2024.
- 101. Tenders duly filled shall be deposited in the Tender Box kept at conference room of Infra Projects department at Cochin Shipyard Ltd. before the date and time as specified in the NIT.
- 102. For site visit or any other clarifications, bidders are requested to contact following officials of CSL;
 - Shri. Arif AG, Assistant General Manager (Infra Projects)
Mob: 91-8138027522
Email Id: arif.ag@cochinshipyard.in
 - Shri. Kiran K, Manager (Infra Projects)
Mob: 91-8138917197
Email Id: kiran.k@cochinshipyard.in

Deputy General Manager (Infra Projects)
Cochin Shipyard Limited

Signature & Date
Name & Address of contractor:

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TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. The work to be executed is in CSL's ISRF project at Willingdon Island on the work stations and jetties. The work consists of providing and laying Mastic Asphalt to line and level and profiling the same as per attached Drawing No. INFRA/ISRF/288/2024/001 in the transfer rail recess and the space between the two transfer rails and also in the crane rail recess. Before laying of Mastic Asphalt the rail recess and the concrete surface shall be chipped wherever necessary and then roughened and cleaned thoroughly to requirement and one coat of water based bituminous emulsion RS-1 shall then be applied before laying of Mastic Asphalt. Bidder shall note that rail recess might contain debris, mud, copper slag, other deleterious material etc. and the rate quoted shall also include thorough cleaning of same.
- 1.2. The mastic asphalt shall compose of suitably graded mineral filler and coarse aggregates, fine aggregates and hard grade of industrial grade bitumen 90/15 so as to form a coherent, void less, impermeable mass, solid or semi-solid under normal temperature conditions, but sufficiently fluid when brought to a suitable temperature to be spread by means of a float.

2. MATERIALS

2.1. Bitumen

- 2.1.1. The bitumen for mastic asphalt shall be industrial grade 90/15 bitumen conforming to IS 702. All physical property shall conform to Table 1 of IS 702.

2.2. Coarse Aggregate

- 2.2.1. The coarse aggregate shall consist of clean, hard, durable, crushed rock, free of disintegrated pieces, organic and other deleterious matter and adherent coatings retained on 2.36 mm sieve. They shall be hydrophobic, of low porosity, and satisfy the physical requirements set forth in Table 2 of IRC- 107. The grading of the coarse aggregates shall be as in Table 3 of IRC-107.

2.3. Fine Aggregate

- 2.3.1. The fine aggregates shall consist of crushed hard rock or natural sand or a mixture of both passing 2.36 mm sieve and retained on 0.075 mm sieve. The grading of fine aggregates inclusive of filler material passing 0.075 mm shall be as given in Table 4 of IRC 107.



2.4. Filler

- 2.4.1. The filler shall be limestone powder passing 0.075 mm and shall have a Calcium Carbonate content of not less than 80 percent by weight when determined in accordance with IS: 1514.

3. MIX DESIGN

- 3.1. The contractor shall adopt following mix proportion by weight for this work;

Bitumen 90/15	-	10.20%
Lime stone powder	-	17.40%
6mm aggregate	-	40.00%
Crusher sand	-	32.40%

4. EQUIPMENT FOR MASTIC ASPHALT

- 4.1. There are two ways of preparing mastic asphalt. The conventional method is by using a mastic cooker. The other method is using fully mechanized units for large scale work. Equipment details required under these two methods are available in Annexure-I & II of IRC 107.

5. CONSTRUCTION OPERATIONS

5.1. Manufacture of Mastic Asphalt

- 5.1.1. The manufacture of mastic asphalt shall involve different stages. Initially the filler alone shall be heated to a temperature of 170°C to 200°C in mechanically agitated mastic cooker and half the required quantity of bitumen heated at 170°C to 180°C is added. They shall be mixed and cooked for one hour. Next the fine aggregates and balance bitumen (at 170°C to 180°C) shall be added to that mixture in the cooker and heated up to 170°C to 200°C and further mixed for another one hour. In the final stage, the coarse aggregates shall be added and heating of the mix shall continue for another hour. Thus a total period of minimum three hours will be needed to prepare the mastic. During mixing and cooking, care shall be taken to ensure that contents are at no time heated to a temperature exceeding 200°C.
- 5.1.2. In case, the material is not required for immediate use, the mastic asphalt with filler, fine aggregates and bitumen shall be cast into blocks each weighing about 25 kg. These blocks when intended to be used subsequently shall be transported to site, broken into pieces of size not exceeding 60 mm cube and re-melted in the cooker at a temperature ranging from 170°C to 200°C thoroughly incorporating the requisite quantity of coarse aggregates and mixed continuously for one hour. Mixing shall be continued until laying operations are completed so as to maintain the coarse aggregates in suspension. At any stage the temperature during the process of mixing shall not exceed 200°C.



5.2. Laying the Mastic Asphalt

5.2.1. Preparation of the base

- 5.2.1.1. The base on which mastic asphalt is to be laid shall be prepared, shaped and conditioned to the specified levels, grade and camber as per drawing and as directed by the Engineer-in-charge. The surface shall be chipped and leveled to get a minimum thickness of 25 mm for the Mastic. If the existing surface is too irregular and wavy, it shall be prepared to requirement. The surface should be dry before the layer of mastic is laid over it. In case the surface is wet it should be dried with a blow lamp before proceeding with further works. The surface shall be thoroughly washed by water jetting and then dried and swept clean and made free of dust and other deleterious matter. All exposed Steel fixtures shall be cleaned of any rust. After that over the whole area for receiving Mastic Asphalt, a coat of water based bituminous emulsion RS-1 at the rate of 0.30 kg/m² shall be applied.
- 5.2.1.2. To receive and contain the mastic in profile shown in the drawing, spacers and shutters as per requirement shall be provided. To prevent the molten material from sticking to the spacers and shutters, surface coming in contact with Mastic Asphalt shall be sprinkled with a minimum quantity of inorganic fine material like lime or stone dust. However, cement, ash or oil shall not be used.

5.2.2. Transportation of mix

- 5.2.2.1. When the Mastic Asphalt, duly prepared including addition of coarse aggregates at the manufacturing point, is to be transported over a long distance and delivered to the laying site, arrangements for its transport shall be made in a towed mixer transporter with adequate provision for heating and stirring so as to keep the aggregates and filler suspended in the mix till the time of laying. However, for works and where the laying site is near the manufacturing point, the mix can be transported in wheel barrows/flat mortar pans.

5.2.3. Laying of mix

- 5.2.3.1. The mastic asphalt shall be discharged into containers sprinkled with lime, stone dust or provided with lime wash. The mastic asphalt shall be deposited directly on the prepared base immediately in front of the spreader where it is spread uniformly by means of floats to the required thickness and profile. The temperature of the mix at the time of laying shall not be less than 170°C. Contractor shall arrange infra red thermometers for verifying temperature. In case blowing up takes place while laying the mastic asphalt, the bubbles shall be punctured while the mastic is hot and the surface rectified.



- 5.2.3.2. Since the laying of mastic asphalt is over concrete surface, for adequate bond with the new concrete deck, the surface shall be roughened by means of stiff broom/wire brush or a milling machine and shall be freed from ridges and troughs using compressed air.

5.3. Surface finish

- 5.3.1. The surface after laying of Mastic asphalt shall be so finished that it is non slippery as spreading of aggregate is not envisaged. If the finished surface is found slippery after laying of mastic asphalt, surface shall be sprinkled with suitable quarry dust and made skid/slip resistant.

6. CONTROLS

- 6.1. Sieve analysis of each type of aggregates used shall be carried out to ensure that the gradation of aggregates follows the original gradation as approved. Sieve analysis of coarse aggregate and fine aggregate shall be carried out at a frequency of 1 test per 50m³ of supply. Physical properties such as aggregate impact value, flakiness index, water absorption etc., shall be determined at the rate of 1 test for every 50 cum of coarse aggregates or as directed by the Engineer-in-charge. Additional tests shall be carried out in case of receipt of material from a new source.
- 6.2. Test report of industrial grade bitumen shall be furnished for every batch. Test report shall clearly indicate softening point, penetration, specific gravity etc. of supplied bitumen.
- 6.3. Test report of bitumen emulsion shall be furnished for every batch.
- 6.4. For filler material, calcium carbonate content and fineness shall be tested at the rate of one test for every 100MT of supply.
- 6.5. It shall be ensured that the aggregates are not wet before heating otherwise it would affect the output adversely. During heating the aggregate temperature shall be recorded periodically to see that it does not exceed the limits prescribed.
- 6.6. The temperature of the mastic asphalt at the time of laying shall not exceed 200°C and shall not be less than 170°C.
- 6.7. The longitudinal profile of the finished surface shall be tested, while the mastic laid is still hot. Irregularities greater than 4 mm in the longitudinal and transverse profile shall be corrected by picking up the mastic in full depth of



the affected area and re-laid.

- 6.8. Mastic asphalt shall not be laid on a damp or wet surface or when the atmospheric temperature in the shade is 15°C or less.
- 6.9. Problem of formation of bubbles in the pavement shortly after screeding may exist because of the following reasons:
 - a) The surface on which the mastic is placed must be dry to prevent the development of cavities or voids caused by trapped moisture and expanding steam. This vapour or entrapped air escapes through the mastic mat in most cases, but often gets trapped as the layer cooled. The situation shall be rectified by puncturing the bubbles with a sharp tool. A vibratory screeding may be helpful in causing moisture or entrapped air to escape while mastic asphalt mixture is still hot.
 - b) Mechanical agitation and heating of the mixture in the transporter is a must to prevent the segregation of the mixture and to maintain a uniform temperature in the mass.
 - c) The Mastic asphalt shall be deposited on the area in front of the striking off screed in such a manner that air is not entrapped in the mix. This can be accomplished by using chutes or other devices that would prevent the mastic asphalt from being dropped.
 - d) Vertical butt joints in mastic may be formed by saw cutting the hardened material either at the end of production on each day or whenever the paving is interrupted and mix cooled substantially.
 - e) Traffic shall be restricted for at least 24 hour period by providing temporary barrication.

7. MODE OF MEASUREMENT

- 7.1. The Mastic Asphalt shall be measured as finished work by weight in tonnes used in the work. Theoretical quantity as per tender level drawing or actual quantity of mastic asphalt produced and laid at site whichever is lower shall be considered for payment. Wastages if any during production, transportation and laying of mastic asphalt shall be to the account of the contractor.
- 7.2. For cleaning, surface preparation and application of bitumen emulsion carried out, Theoretical area as per tender level drawing or actual area of work executed measured at site whichever is lower shall be considered for payment.

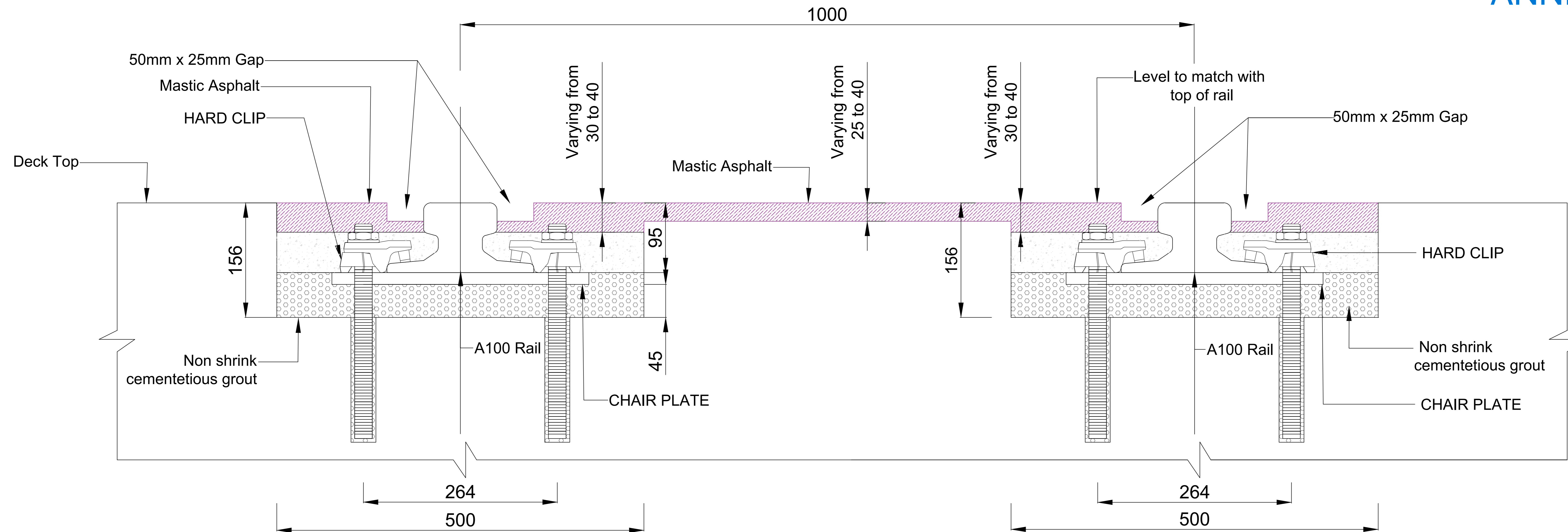


8. AMBIGUITY

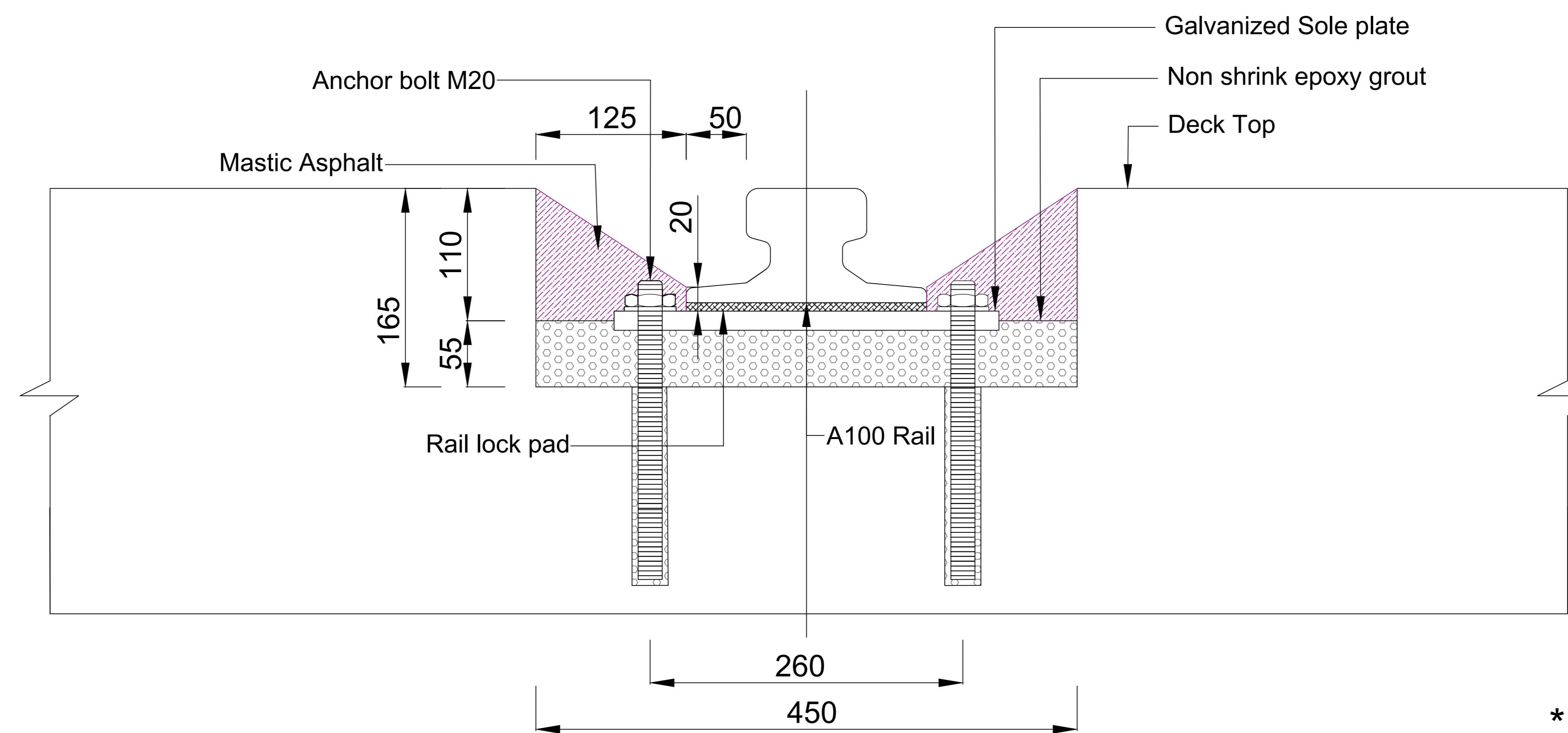
- 8.1. If the technical specification does not cover any part of the scope of work, same shall be executed as per relevant IRC/IS standards. In case of discrepancy between IRC & IS standards, IRC standards shall prevail.

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MASTIC ASPHALT BETWEEN TRANSFER RAIL RECESS



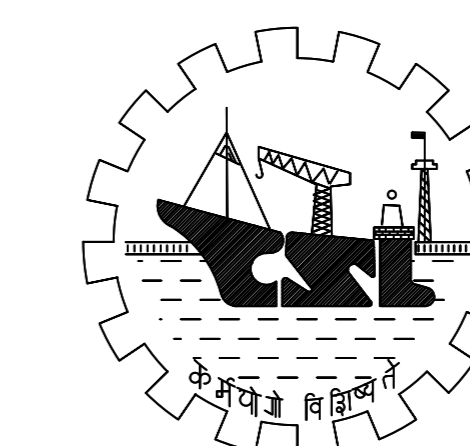
MASTIC ASPHALT INSIDE CRANE RAIL RECESS



* Mastic asphalt indicated in

Note:

- 1) All dimensions are in mm.
- 2) The concrete surface in between the two Transfer rails shall be chipped & levelled to get a min.Mastic thickness of 25 mm.
- 3) The dimensions shown in the drawing are indicative and may be verified at site.
- 4) At drain points Mastic asphalt shall be suitably profiled for easy drainage.
- 5) Only chipping, concrete surface preparation, cleaning of recess & rail fixtures by water jetting/ compressed air/ wire brushing, removal of rust if any, application of one coat of bitumen emulsion and placing of Mastic asphalt is in the scope of the contractor.



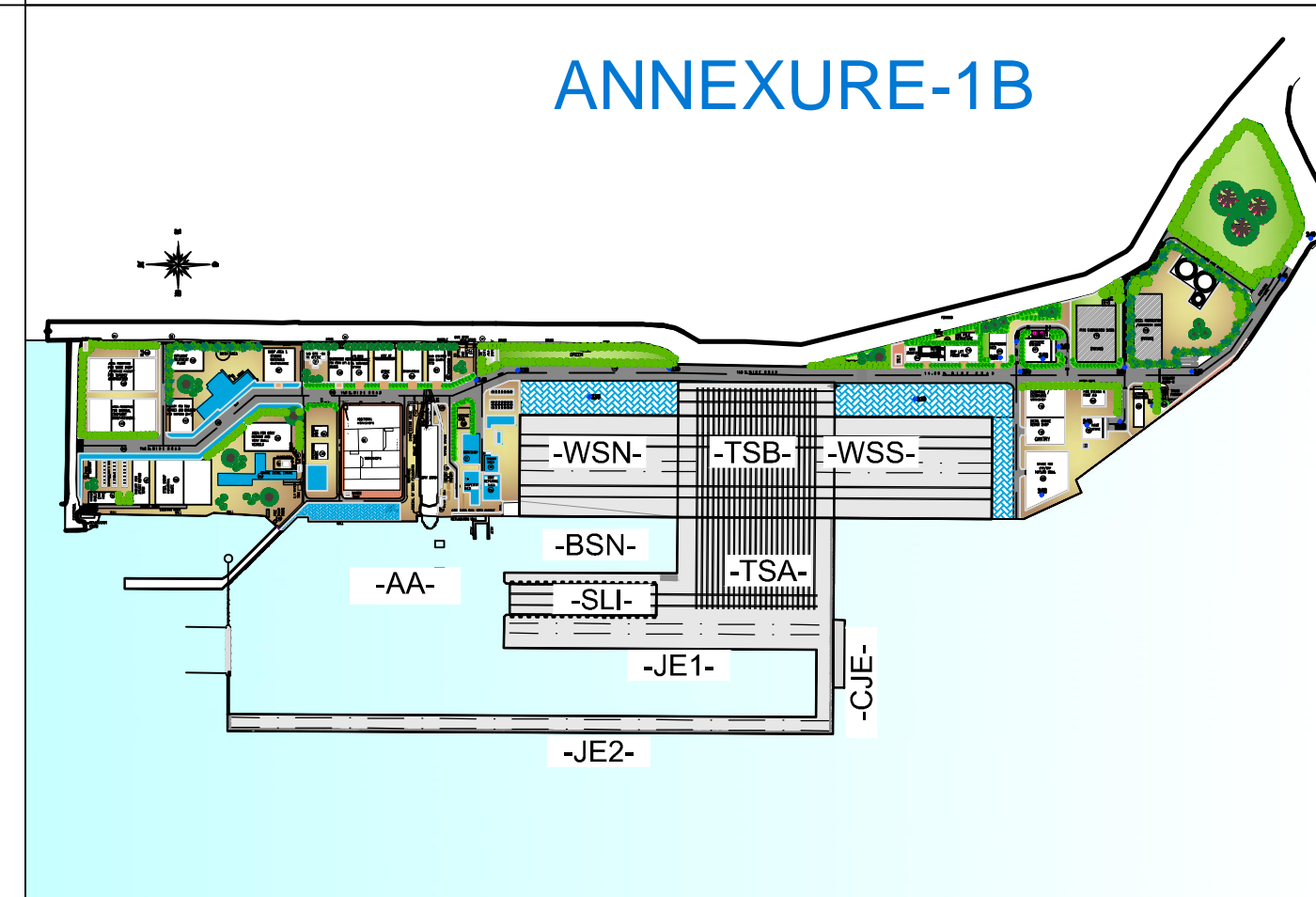
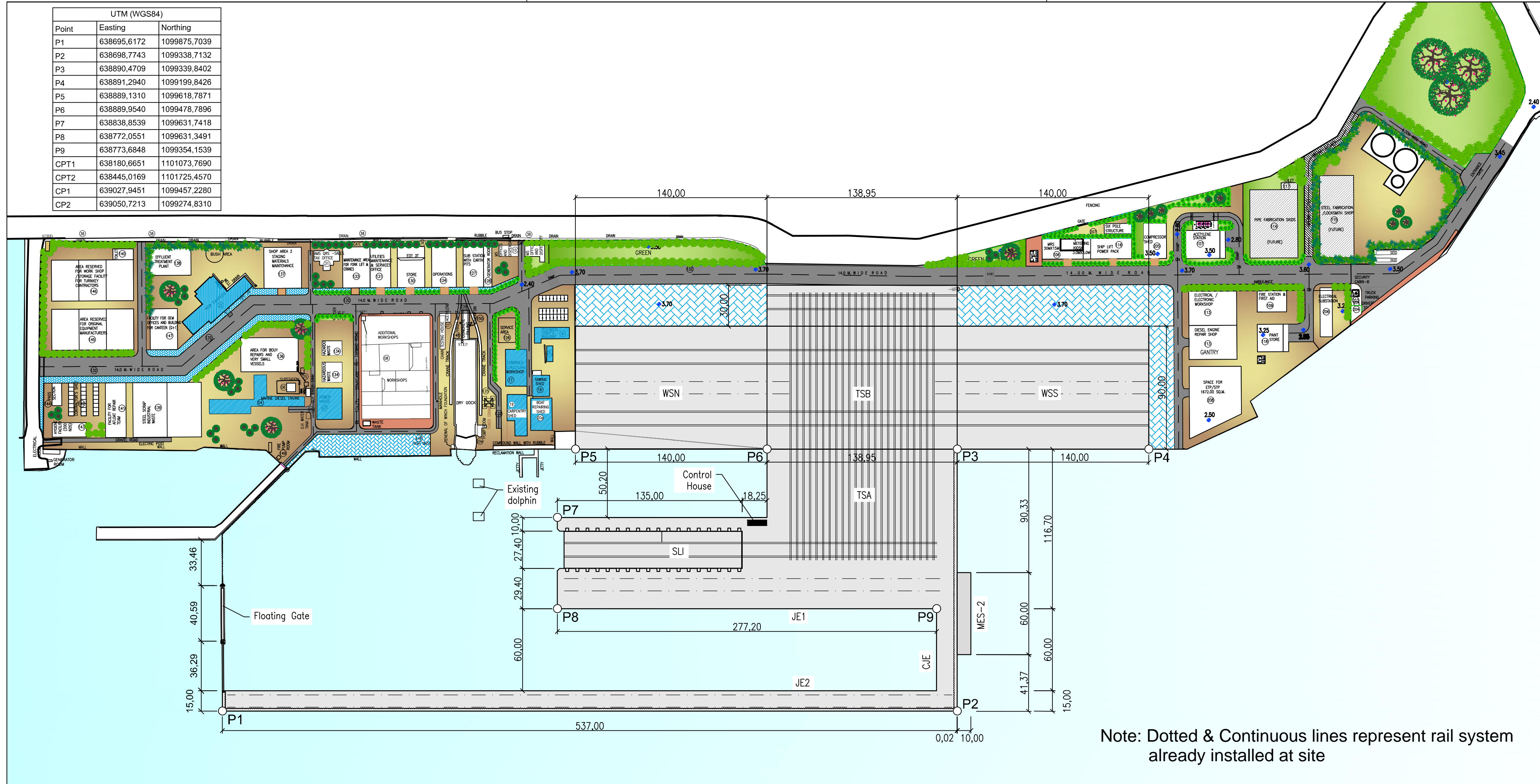
COCHIN SHIPYARD LIMITED

COCHIN - 682 015
INFRA PROJECTS DEPARTMENT

DGM (IP)	MATHEWS P.A.
AGM (IP)	ARIF A.G
M (IP)	KIRAN K
CHECKED	KIRAN K (M - IP)
DRAWN	GAYATHRI DEVI P

Paving with Mastic asphalt at
Transfer rail, Crane rail tracks
and deck at ISRF

UTM (WGS84)		
Point	Easting	Northing
P1	638695,6172	1099875,7039
P2	638698,7743	1099338,7132
P3	638890,4709	1099339,8402
P4	638891,2940	1099199,8426
P5	638889,1310	1099618,7871
P6	638889,9540	1099478,7896
P7	638838,8539	1099631,7418
P8	638772,0551	1099631,3491
P9	638773,6848	1099354,1539
CPT1	638180,6651	1101073,7690
CPT2	638445,0169	1101725,4570
CP1	639027,9451	1099457,2280
CP2	639050,7213	1099274,8310



No:	Description:	Date:	Name:

Project: Development of International Ship Repair Facility at Cochin Port Trust

Client:  Cochin Shipyard Limited

Consultant:  **INROS LACKNER** Consulting Engineers & Architects  **TATA CONSULTING ENGINEERS LIMITED**

Phase: Detailed Design

Drawn:	29.05.2017	UH, PG
Designed:	29.05.2017	Marcus Kohl
Approved:	29.05.2017	Marcus Kohl

Title: Overall Layout Marine Works

Sheet Size:	297x841	Project-No.:	2013-0296
Scale:	1 : 2000	Drawing-No.:	DD-01-ALL-100

ANNEXURE-2

Tender no. INFRA/ISRF/288/2024				INFRA PROJECTS DEPARTMENT			
NAME OF WORK: PAVING WITH MASTIC ASPHALT AT TRANSFER RAIL, CRANE RAIL TRACKS AND DECK AT ISRF							
FINANCIAL BID							
Item Id	Item description	QUANTITY	UNIT	UNIT RATE in Figures [Rs]	UNIT RATE in Words [Rs]	AMOUNT in Figures [Rs]	AMOUNT in Words [Rs]
1.01	Preparing the surface of rail recess and deck in between rails by chipping to line, level and required depth for receiving the Mastic asphalt to a minimum thickness of 25mm, cleaning of steel surface/fixtures by using wire brush or other suitable machinery for removal of rust/mud/copper slag etc., cleaning the deck surface and recess area with high pressure water jet followed by cleaning with air blowers, drying the cleaned surface with blow lamp if required and removing all dust and deleterious material followed by application of one coat of water based bituminous emulsion RS-1 at the rate of minimum 0.30 kg/m2 including providing temporary barrication of work fronts. Rate shall include cost of chipping, cleaning, application of bitumen emulsion, cost of all labour, machinery, material, consumables, other incidental expenses, mobilization & demobilization charges etc. all complete and executing the work to the satisfaction of Engineer-in-charge.	10,500	m2				
1.02	Supplying and placing in position Mastic Asphalt using industrial bitumen of grade 90/15 and executing the work as specified in the technical specifications to get a profile as shown in the drawing, including providing spacers and shutters as required, finishing the surface to line and level as specified and making the finished surface skid/slip resistant by suitable means, including cost of all labour, material, machinery, formwork, shuttering, staging, consumables, other incidental expenses, mobilization & demobilization charges and etc. complete and executing the work to the satisfaction of Engineer-in-charge.	710	Tonnes				
GRAND TOTAL EXCLUDING GST IN RUPEES							
ADD GST @18 %							
GRAND TOTAL INCLUDING GST IN RUPEES							

Name and Signature of the contractor
with seal



ANNEXURE - 3

Tender No: INFRA/ISRF/288/2024

CHECK LIST

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

Sl.No	Item	Check Box (Y/N)	Page No of Bid Document
1	Submitted cost of tender form of Rs. 1,120/- in DD/ NEFT mode		
2	Submitted EMD for an amount of Rs.4 Lakhs in DD/NEFT mode		
3	Submitted duly filled power of attorney in favour of signatory of bid documents		
4	Submitted Technical tender & Financial tender in separate closed envelopes		
5	Attestation by authorized representative of bidder in all pages of tender document		
6	Submitted un-priced Bill of Quantities in Technical bid		
7	Submitted duly filled pre-contract integrity pact		
8	Submitted Undertaking regarding unconditional rates & illegal gratification – Annexure 4		
9	Submitted Undertaking regarding acceptance of terms & conditions mentioned in the tender documents – Annexure 4		
10	Submitted Undertaking regarding not put on holiday by CSL or black listed or terminated by any Government Department /Public Sector undertaking etc		



11	Submitted Details of Annual Turnover Statement along with Audited Balance Sheet and Profit & Loss account for financial years 2021-2022, 2022-2023 & 2023-2024 (Issued by statutory auditors & Notarized)		
12	Submitted fresh solvency certificate from bankers (&Notarized) for an amount of Rs. 80 Lakhs		
13	Submitted detailed methodology for execution of works		
14	Submitted details of plant & machinery proposed for the work		
15	Submitted NEFT details in relevant format		
16	Submitted details of similar works executed for meeting eligibility criteria (Notarized)		
17	Submitted PAN, GST , EPF, ESI details		



ANNEXURE - 4

Tender No: INFRA/ISRF/288/2024

**“PAVING WITH MASTIC ASPHALT AT TRANSFER RAIL, CRANE
RAIL TRACKS AND DECK AT ISRF”**

UNDERTAKING BY CONTRACTOR

1. “I/WE HAVE INSPECTED THE SITE AND GONE THROUGH THE TENDER TERMS AND CONDITIONS IN FULL AND UNDERSTAND AND ACCEPT THE SAME AND HEREBY TRULY CONFIRM AND DECLARE THAT THE RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES, ALL CESS AND DUTIES BUT EXCLUDING GOODS AND SERVICES TAX. I/WE ALSO CONFIRM THAT COVER B (PRICE BID) DO NOT CONTAIN ANY CONDITIONS”
2. “I/WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID.”

Date & Signature:

Name & address of the contractor:



ANNEXURE - 5

Tender No: INFRA/ISRF/288/2024

“PAVING WITH MASTIC ASPHALT AT TRANSFER RAIL, CRANE RAIL TRACKS AND DECK AT ISRF”

UNDERTAKING BY CONTRACTOR

- 1) All information provided in the Tender and in the Annexures is true and correct.
- 2) We have thoroughly read the tender conditions and have inspected the site and installed rail system and have independently assessed the site conditions, scope and nature of work and the circumstances under which work is awarded and hereby undertake to execute the work on “As is where is” basis at our own risk.
- 3) We shall make available to CSL any additional information it may find necessary or require to supplement or authenticate the Tender.
- 4) We are not under a declaration of ineligibility issued by CSL or Govt. of India or any State Govt. in India or any Public Sector Undertakings.
- 5) We agree and undertake to abide by all the terms and conditions of the tender document.
- 6) We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between CSL tender document and the one submitted by the tenderer, the CSL document shall prevail.

Date & Signature:

Name & address of the contractor:



ANNEXURE - 6

Tender No: INFRA/ISRF/288/2024

**PROFORMA OF POWER-OF-ATTORNEY
(NOTARISED)**

To

Deputy General Manager (Infra Projects)
Cochin Shipyard Limited
Kochi 682015.
Kerala, India.

Dear Sir,

We _____

Do here by confirm that Mr./Ms./Messrs _____
_____ (Name and Address) is /are authorized to
represent us to bid, negotiate and conclude the agreement on our
behalf with you against Tender No. INFRA/ISRF/288/2024.

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

Yours faithfully,

Signature:

Name & Designation:

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



ANNEXURE - 7

Tender No: INFRA/ISRF/288/2024

**PROFORMA OF BANK GUARANTEE
FOR PERFORMANCE GUARANTEE**

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

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee Cover from.....
Last Date of Lodgement of Claim.....

1. In consideration of the Cochin Shipyard Limited (hereinafter called CSL) having agreed to exempt.....(hereinafter called “The said Contractor(s)” from the demand, under the terms and condition of an Agreement between CSL andfor the execution of the work ofas per work order No.....dated..... (hereinafter called “the said agreement”) of Performance guarantee/ Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rupees only)

We.....(Name of Bank) (Hereinafter referred to as “the Bank) at the request ofcontractor(s) do hereby undertake to pay to CSL an amount not exceeding Rs. (Rupees.....Only) on demand.

2. We (name of bank).....do hereby unconditionally and irrevocably undertake to pay the Employer to the extent of Rs...../(Rs..... Only) without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or suffered by the Employer by reason of breach by the Contractor of any of the



terms and conditions contained in the said contract. Any such demand made on the (name of bank).....shall be conclusive as regards to the amount due payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../- (Rs Only)

3. Our liability under this present guarantee is absolute and unequivocal and we undertake to pay the Employer the amount so demanded without seeking the consent of the Contractor and notwithstanding the raising any dispute and/or disputes or filing any suit or proceeding before any court or tribunal Authority. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor shall have no claim against us for making such payment.
4. Notwithstanding anything to the contrary, Employer's decision as to whether the Contractor has made any default or defaults and the amounts to which Employer is entitled by reason therefore shall be binding on us and we shall not be entitled to ask the Employer to establish the claims under the guarantee but will pay the same on demand without objection.
5. We, (Name of bank) ,....., further agree that the guarantee here in contained shall remain in full force and effect during the periods that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before.....we shall be discharged from all liability under this guarantee thereafter.
6. This guarantee shall not be recoverable by us except with the written consent of the Employer and shall continue to be enforceable till..... should it be necessary to extend this guarantee beyond the said date. We undertake to extend the validity of this guarantee for such further period as may be required by the Employer, subject to the Employer giving in writing to Contractor



the request for extension, and such extension shall be given before the expiry of the forthwith become payable to the Employer, notwithstanding that the contract is continuing and/or the Employer has or has not terminated the contract or preferred any claim against the Contractor.

7. We (name of bank)....., further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract to extend the time of guarantee by the said Contractor from time to time or to postpone for any time or from time to time exercise any of the powers exercisable by the Employer against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or any indulgence which under the law relating to sureties, would but for this provision, have effect of so relieving us.
8. This guarantee shall not in any way be affected due to change in our constitution or by your taking or varying or giving up any securities from the Contractor or any other person, firm or Employer on its behalf or by change in the constitution, winding up, dissolution, insolvency or death as the case may be of the contractor.
9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our right of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.
10. We, (name of bank)..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
11. Notwithstanding anything contained herein above:
 - a. Our Liability under this guarantee shall not exceed Rs...../- (Rs..... Only).



- b. This Bank Guarantee shall be valid up to and including.....
and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this Guarantee.

Dated theday of.....

SIGNATURE AND SEAL OF BANK

FULL ADDRESS OF THE BANK



ANNEXURE -8

Tender No: INFRA/ISRF/288/2024

PROFORMA OF INTEGRITY PACT

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

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between Cochin Shipyard Ltd (CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the “PRINCIPAL”) of the First part and M/s..... (hereinafter called the “BIDDER/Seller”) 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 Enterprise.

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and



agree as follows:-

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

3. Commitments of BIDDERS

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

- 3.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation,



contracting and implementation of the contract.

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



- 3.9.** The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term „relative“ for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.13.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1.** While submitting commercial bid, the BIDDER shall deposit an amount NIL (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft of Pay Order in favor of CSL.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising



payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2. The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

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

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

6. Sanctions for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the



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

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2.** The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3.** The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be



binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7. Fall Clause

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

8. Independent Monitor

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

Dr. VinodBihariMathur,
D302, Arborea Luxury Homes,
TarlaNagal, Near DoonHelidrome,
Dehradun, Uttarakhand - 248001
Mobile: [9412054648](tel:9412054648)
Email: vbm.ddn@gmail.com

- 8.2.** The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3.** The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4.** Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5.** 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.
- 8.6.** 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.

- 8.7.** 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.
- 8.8.** The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or 22.6 intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1.** The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including



warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact aton
.....

For & on behalf of PRINCIPAL
Cochin Shipyard Limited

For & on behalf of BIDDER
(Office Seal)

(Office Seal)

Witness

Witness

1.....
2.....

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 - 9

Tender No: INFRA/ISRF/288/2024

FORMAT OF CONTRACT AGREEMENT

PROFORMA OF CONTRACT AGREEMENT

(On Kerala state stamp paper of value Rs 200/-)

THIS AGREEMENT MADE ON 2024 BETWEEN THE DEPUTY GENERAL MANAGER (INFRA PROJECTS), COCHIN SHIPYARD LIMITED, COCHIN-15 on behalf of Cochin Shipyard Limited (hereinafter called the “Engineer”) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office on one part of and.....(hereinafter called “CONTRACTOR”) on the other part. WHEREAS THE ENGINEER is desirous that certain work should be done viz. “PAVING WITH MASTIC ASPHALT AT TRANSFER RAIL, CRANE RAIL TRACKS AND DECK AT ISRF”and had accepted the tender by the Contractor for the construction, completion & guarantee of such work, NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words & expression shall have the same meaning as respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form part and be read and construed as part of this agreement viz.
 - a)The said tender.
 - b)The conditions of contract.
 - c)The tender schedule.
 - d)All letters from contractor
 - e)All letters by CSL.
 - f) CSL letter of acceptance
3. In consideration of the payment to be made by the Deputy General Manager (Infra projects) to the contractor (hereinafter called the contractor) hereby covenants with the Deputy General Manager (Infra projects) to construct, complete and guarantee the work in conformity in all respects, with the provisions of contract.
4. The Deputy General Manager (Infra projects) hereby covenants to pay the contractor the contract price, in consideration of the



construction, completion & guarantee of the work at the time and in the manner prescribed by the contract.

5. In witness where of the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hand & seals) the day and year first above written.
6. The common seal of the Deputy General Manager (Infra projects), Cochin Shipyard Limited, Kochi-15 affixed and Deputy General Manager (Infra projects) has signed.

For Cochin Shipyard Limited,

Signed & Sealed by Contractor: -

In the presence of:-

- 1.
- 2.



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF

Tender No.: INFRA/ISRF/288/2024

ANNEXURE- 10

Tender No: INFRA/ISRF/288/2024

**FINANCIAL DETAILS OF CONTRACTOR
(CERTIFIED BY STATUTORY AUDITOR AND
COUNTERSIGNED BY NOTARY)**

Sl.No.	Financial Year	Annual Turnover in Rupees
1	2021-22	
2	2022-23	
3	2023-24	
Average Turnover in Rupees		



ANNEXURE- 11

Tender No: INFRA/ISRF/288/2024

SOLVENCY CERTIFICATE (NOTARIZED)

To,

Cochin Shipyard Limited

Perumanoor PO

Kochi 682015

Kerala, India

**Name of Work: "PAVING WITH MASTIC ASPHALT AT TRANSFER RAIL,
CRANE RAIL TRACKS AND DECK AT ISRF"**

This is to state that to the best of our knowledge and information that,.....(Name of the company) having registered office address..... is customer of bank and has been maintaining his accounts with our branch since As per records available with the bank, Name of the company can be treated as solvent up to a limit of Rs. 80 Lakhs.

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

Signature:

Name & Designation of the officer:

Bankseal:

Date:

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



ANNEXURE - 12

Tender No: INFRA/ISRF/288/2024

DETAILS OF COMPLETED SIMILAR WORKS DURING THE LAST SEVEN YEARS ENDING ON THE DATE OF SUBMISSION OF TENDER (NOTARIZED)

Sl. No	Name and Location of the project	Owner's complete address including Telex/Fax no. with contact person	Value of contract	Scope of work including major items of work	Duration of contract			Name of consulting engineer responsible for supervision	Reference No & Date of letter of Acceptance & Completion certificate enclosed
					Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9	10

Note: Bidder to enclose letter of Acceptance and completion certificate issued by owner, certified by a Notary public or equivalent certifying authority.



ANNEXURE - 13

Tender No: INFRA/ISRF/288/2024

NEFT/RTGS PAYMENT FORMAT

Electronic Payment Mandate Form
(Mandate for receiving payments through NEFT Cochin Shipyard Ltd)

- 1) Vendor/Contractor Name
- 2) Vendor/Contractor Address
- 3) Vendor Code
- 4) Permanent Account Number(PAN)
- 5) Particulars of Bank Account

- a. Name of the Bank
- b. Name of the Branch
- c. NEFT/IFS Code of the Bank
- d. Branch Code
- e. City Name
- f. Branch Location
- g. Branch Telephone No.
- h. 9-Digit MICR Code
- i. Type of the Account(S.B,Current or Cash Credit) with code (010/011/013)
- j. Account Number (as appearing on the cheque book)

(where MICR is starting with "0". Please take the correct code from your bank for proper identification of city, bank,branch)

- 6) Email Address of Vendor
- 7) Date of Effect of RTGS/NEFT in your Bank

(Please enclose a cancelled un-signed cheque leaf to enable us to verify the details mentioned above)
We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

(.....)
Signature of vendor

Bank Certificate

We certify that _____ has an Account No. _____ with us and we confirm that the details given above are correct as per our records.

Date:
Place:

(.....)
Authorized official of Bank



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF
Tender No: INFRA/ISRF/288/2024

PHOTOGRAPHS OF RAIL SYSTEM INSTALLED AT SITE
(FOR BROAD REFERENCE PURPOSE ONLY)



Signature of bidder



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF
Tender No: INFRA/ISRF/288/2024



Signature of bidder



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF
Tender No: INFRA/ISRF/288/2024



Signature of bidder



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF
Tender No: INFRA/ISRF/288/2024



Signature of bidder



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF
Tender No: INFRA/ISRF/288/2024



Signature of bidder



Paving with mastic asphalt at transfer rail, crane rail tracks and deck at ISRF
Tender No: INFRA/ISRF/288/2024



.....

.....

Signature of bidder