



TENDER NO: INFRA/ISRF/279/2024

TENDER DOCUMENT

FOR

**THE WORK OF
TURNKEY FABRICATION, TESTING AND SUPPLY OF
92Nos. TRESTLES & 88Nos. KEEL BEAMS FOR ISRF
PROJECT**

COCHIN SHIPYARD LTD
COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024



Turnkey fabrication, testing and supply of 92 nos. of trestles and 88 nos. of keel beams for ISRF project

COCHIN SHIPYARD LTD
INFRA PROJECTS DEPARTMENT

I. NOTICE INVITING TENDER (NIT)

1. Sealed bids in the prescribed proforma are invited on behalf of Cochin Shipyard Ltd in single stage two cover system from experienced firms with proven technical and financial capabilities for carrying out the TURNKEY FABRICATION, TESTING AND SUPPLY OF 92nos. TRESTLES AND 88nos. KEEL BEAMS for ISRF project as mentioned below.

Name of the work	TURNKEY FABRICATION, TESTING AND SUPPLY OF 92 Nos. TRESTLES AND 88 Nos. KEEL BEAMS FOR ISRF PROJECT
Cost of bid document (non-refundable)	Rs. 1,000/-
Probable Amount of contract (PAC)	Rs. 35.4 crores
Period of contract	6 months from the date of award of contract
Earnest Money Deposit (EMD)	Rs. 70 Lakhs
Last date and time of Submission of bid.	06 July 2024, 15:00 Hrs
Date and time of opening of bid (Technical & Commercial bid)	06 July 2024, 15:30 Hrs
Pre-bid meeting	28 June 2024, 10:30 Hrs

2. The scope of work includes supply of all required materials and the provision of all labour, plant, equipment, temporary work, fabrication at the works of contractor, engaging M/s Lloyd's Register (LR) as Third Party Inspection Agency (TPIA) and testing of Trestles & Keel beams in accordance with the Technical Specification, Drawings, Financial Part and instructions from CSL.
3. The contractor shall follow the tender drawings for the fabrication of trestles and keel beams. Contractor shall carry out fabrication of the trestles and keel beams at their facility and the same shall be transported and delivered at CSL-ISRF site located at Willingdon Island, Cochin Port. Cost of transportation including loading & unloading charges shall be under contractor's scope. CSL premises will not be spared for the fabrication of trestles & keel beams.
4. Interested bidders can collect tender document from the office of the DGM (Infra Projects), Main Office Building, Cochin Shipyard Ltd on payment of a non-refundable sum of Rs.1,000/- towards the cost of Bid document including GST @ 12%, through Demand Draft/ NEFT payment from any Nationalised Bank/ Scheduled Bank in India



Turnkey fabrication, testing and supply of 92 nos. of trestles and 88 nos. of keel beams for ISRF project drawn in favour of the Cochin Shipyard Ltd, payable at Kochi, on any working day between 1000 Hrs IST to 1600 Hrs IST from 14 June 2024 till the previous day of bid submission. Account details for NEFT payment may be referred at sub-clause 3.10 of Volume-I (ITB).

5. Bid document is also available at the Cochin Shipyard Ltd (CSL) website www.cochinshipyard.in and <https://eprocure.gov.in/epublish/app>. Interested firms may download the bid documents from the website and submit their offer.
6. Bidders submitting the bid after downloading from the website shall have to furnish the cost of the bid documents through Demand Draft / NEFT payment from any Nationalized Bank/Scheduled Bank in India drawn in favour of CSL, payable at Kochi for the amount indicated in the NIT, and enclose the same in the sealed cover super-scribed as **“PART-I - TECHNO COMMERCIAL”** for the work of **“Turnkey fabrication, testing and supply of 92 nos. trestles & 88 nos. keel beams for ISRF project”** failing which the bid shall not be considered for further consideration / evaluation.
7. Bidders should submit their offer in two envelopes clearly super-scribing the name of work and the first envelope (PART-I) should contain the Technical & Commercial bid document duly completed and filled in except prices, EMD, Cost of bid document, Blank Proforma of Schedule of Prices (Price not to be filled), Experience details of similar works executed, Current commitments in hand, Financial details of bidder, Equipment & facilities available, and all other details sought in the tender enquiry along with any additional information to be furnished by the bidder. Bid not accompanied by required EMD shall be liable for rejection. **“PART-I - TECHNO COMMERCIAL”** of the offer shall be submitted in duplicate. The second envelope (PART II-PRICE) should contain the Schedule of Prices (Price Bid) duly filled in.
8. It is a specific requirement for considering the bid that the Bidders should sign and submit an **“Integrity Pact”** to be executed between the Bidder and CSL and to be enclosed along with **“PART-I - TECHNO COMMERCIAL”** envelope of the offer. Bids not accompanied by a duly signed **“Integrity Pact”** shall be liable for rejection. Integrity Pact shall be in force and shall cover the bid processing also.

9. **MINIMUM QUALIFICATION CRITERIA**

9.1 GENERAL

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



9.2 FINANCIAL TURNOVER& CAPABILITY:

- a) Average annual financial turnover during the last three years ending 31st March 2024 shall be at least Rs.10.6 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. If financial report for the year FY 2023-24 is not available, then financial reports for the preceding 3 years (FY 2022-23, FY 2021-22 & FY 2020-21) will be considered for evaluation.
- b) The bidder shall furnish latest solvency certificate for an amount not less than Rs.10.6 Crores as per the proforma placed as **Annexure 10**(Vol-VI), from his bankers to the effect that the bidder is financially sound and has sufficient resources for executing the works.

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

9.3 TECHNICAL EXPERIENCE:

Experience of having successfully completed similar works during last 7 years ending 31st March 2024 should be either of the following:

- (i) Three similar completed works, each costing not less than Rs.14.16 Crores OR
- (ii) Two similar completed works, each costing not less than Rs.17.7 Crores OR
- (iii) One similar completed work costing not less than Rs.28.32 Crores

Explanatory Notes:

- a) **Similar works means the heavy engineering steel fabrication works or ship building - hull block fabrication works or Pre-Engineered Buildings or Marine steel structures or heavy complex steel structures of comparable nature.**
- b) Bidder should have a covered fabrication facility with sufficient floor space equipped with plasma/CNC cutting facility, welding equipment, crane facilities etc. to enable fabrication of trestles and keel beams. During technical evaluation, if required CSL may visit the fabrication facility of the bidder to verify the above



Turnkey fabrication, testing and supply of 92 nos. of trestles and 88 nos. of keel beams for ISRF project requirement. The offer submitted by the bidder will not be considered for further evaluation in the absence of adequate fabrication facilities.

- c) If the experience claimed by the bidder is of no relevance with respect to the 'similar works' mentioned above, then such experience will not be considered for qualification. Decision taken by CSL in this regard will be final.
- d) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

- e) The Bidder shall furnish duly filled proforma regarding 'Details of Completed Similar Works during the Last 7 Years' placed at **Annexure-7**(Vol-VI). In addition, Bidder shall furnish the required project specific information and satisfactory documentary evidence such as original / notarized copy of work order / letter of acceptance & work completion certificate to CSL in support of claim of experience. In case bidder is furnishing experience certificate of works executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.
- f) If required, the documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.

10. EVALUATION

Offer of the bidders meeting the 'Minimum Qualification Criteria' will only be considered for further evaluation. During the course of evaluation of offer, DGM (Infra Projects) may



Turnkey fabrication, testing and supply of 92 nos. of trestles and 88 nos. of keel beams for ISRF project at his discretion ask the bidders for clarifications. Request for clarification will be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **The interested firms shall deposit their offer in the tender box kept at the office of Infra Projects Dept, Ground floor, Administrative Building, Cochin Shipyard Ltd on or before 1500 Hrs IST on 06 July 2024 and these will be opened on the same day at 1530 Hrs IST.**
12. Price bid (PART-II) of those bidders who are meeting the 'Minimum Qualification Criteria' and technically qualified will only be opened on a later date after giving notice to the qualified bidders. Bidders should ensure that his quoted amount as per PART-II is not mentioned anywhere else in other documents, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.
13. Only bidders with valid Permanent account number (PAN), GST Registration, EPF/ESI registration need to participate in this tender.
14. Late tenders, tenders with conditions and conditional rebates / discounts will be summarily rejected.
15. Bidders are advised to submit their Price Bid strictly based on the technical specification, drawings, Conditions of Contract, Special Terms & Conditions and Financial Part contained in the bid document.
16. The bidders should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the bidder to keep the validity open for another 30 days for which request in writing/email by DGM (Infra Projects), before the expiry of the original validity, would be intimated. The receipt of the intimation of DGM (Infra Projects) should be acknowledged. Should any bidder withdraw his tender before this period or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL, the earnest money deposited by the bidders shall be forfeited.
17. Bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered.
18. CSL reserves the right to postpone /cancel / reject any or all the bids without assigning any reason thereof at any stage of the tender, which shall be binding on all bidders.
19. Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit an "Integrity Pact" (**Annexure-11**) to be executed between the bidder and CSL along with the bid in "**PART-I - TECHNO COMMERCIAL**". Bids not accompanied by a duly signed "Integrity Pact" shall be liable for rejection. For full



Turnkey fabrication, testing and supply of 92 nos. of trestles and 88 nos. of keel beams for ISRF project details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

Sd/-
Deputy General Manager (Infra Projects)
CSL



**TURNKEY FABRICATION, TESTING AND SUPPLY
OF 92 Nos. TRESTLES & 88 Nos. KEEL BEAMS FOR
ISRF PROJECT**

TENDER NO: INFRA/ISRF/279/2024

VOLUME I

Instructions to Bidders

COCHIN SHIPYARD LTD

COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024

Contents of Tender Documents

Volume I Instructions to Bidders

Volume II General Conditions of Contract

Volume III Special Terms & Conditions

Volume IV Technical Specification

Volume V Financial Part

Volume VI Standard Forms



Volume I - INSTRUCTIONS TO BIDDERS

Clause	Description	Page no.
1.0	INTRODUCTION	4
2.0	BID REQUIREMENTS	4
3.0	INSTRUCTION FOR FILLING BIDS	10
4.0	PRICING OF BID	12
5.0	INFORMATION REQUIRED IN THE BID	13
6.0	EVALUATIONS AND COMPARISON OF BID	15
7.0	BID OPENING	16
8.0	LETTER OF ACCEPTANCE	17
9.0	SIGNING OF THE CONTRACT	17
10.0	RELEASE OF EMD	18



INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

1.1 General

CSL invites, open tender in 02 (two) envelope system from experienced, resourceful and bonafide firms with proven technical and financial capabilities for carrying out the work of Turnkey fabrication, testing and supply of 92nos. trestles & 88nos. keel beams for ISRF project.

1.2 Scope of Work

1.2.1 The scope of work involves “**TURNKEY FABRICATION, TESTING AND SUPPLY OF 92nos. TRESTLES & 88nos. KEEL BEAMS FOR ISRF PROJECT**” which includes the following but not limited to:

- Preparation of Bill of Materials as per LR approved drawings
- Fabrication and sub assembly works including procurement of all materials (steel plates, primer, paint etc.) and consumables and the provision of all labour, plant, equipment, temporary works etc.
- Testing and supply of trestles and keel beams in accordance with the Technical specification, Drawings and instructions from CSL.
- Engaging M/s Lloyds Register as Third Party Inspection Agency (TPIA) at Contractor's cost during the period of fabrication & testing.
- Certification of trestles and keel beams by TPIA.
- Delivery at ISRF site including transportation, loading & unloading charges.

Section 3 of Vol – IV: Technical Specification may be referred for further details.

2.0 BID REQUIREMENTS

2.1 General

Bids in prescribed form in sealed covers (Two cover system) for the work of “**TURNKEY FABRICATION, TESTING AND SUPPLY OF 92NOS. TRESTLES & 88NOS. KEEL BEAMS FOR ISRF PROJECT**” will be received by the Deputy General Manager (Infra Projects) upto 1500 Hrs IST on 06 July 2024.

2.2 The Bid Document issued to the Bidder is non-transferable.



- 2.3 Bid Documents shall remain the property of CSL.
- 2.4 EMPLOYER will not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and delivery of his bid or for any other expenses incurred in connection with such bidding.
- 2.5 The work to be executed in accordance with Technical specification, Drawings, Conditions of Contract, Special Terms & Conditions and Financial Part contained in the bid document.
- 2.6 Time is the essence of contract and the works shall be completed in all respects within the specified period from the Contract Date.
- 2.7 Before submitting the bid, the bidders shall carefully examine Notice Inviting Tender, Instructions to Bidders, Technical specification, Drawings, General Conditions of Contract, Special Terms & Conditions, Financial Part and Standard Forms contained in the bid document. He shall not hold the EMPLOYER responsible for any detail that might have been omitted in the bid schedule which may affect the pricing of the contract. This bid shall be deemed to be submitted by the bidder relying on his own judgment, skill and expertise in all matters connected with the bid and submission thereof. It is specifically made clear that none of the statements by the EMPLOYER shall be deemed to have induced the bidder to enter into the contract.
- 2.8 The bidders who need clarifications on any specific issue shall inform as per the format placed at **Annexure-12**(Vol-VI) by email addressed to mathews.pa@cochinshipyard.in with copy to siyad.ma@cochinshipyard.in latest by 1200Hrs on **26 June 2024**. Hard copy of the communication may also be posted in the address mentioned at para 2.10 below. A pre bid meeting is scheduled at CSL on **28 June 2024** at 10:30 Hrs. Bidders who wish to attend pre-bid meeting are requested to report at CSL by 10:15 Hrs on 28 June 2024. For any clarifications, the same will be obtained from CSL during the pre-bid meeting. No queries/clarifications on bid document shall be entertained after the pre bid meeting. The replies/ clarifications/decisions shall be hosted at CSL website www.cochinshipyard.in.
- 2.9 At any time prior to the due date for submission of bid, Deputy General Manager (Infra Projects) may modify the bid documents by the issuance of addendum/corrigendum. The



addendum/corrigendum, if any, shall be hosted in the website of the Cochin Shipyard Ltd only. It is the responsibility of the Bidder who purchased/downloaded the bid document to download such addendum/corrigendum/clarifications hosted in CSL website and submit along with the Bid. The addendum / corrigendum shall form part of the bid document.

- 2.10 If the bidders find discrepancies in or omission from the drawings, specifications, or other documents, or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the EMPLOYER who may send a written instruction or explanation to all bidders. No oral interpretations shall be made by any bidder as to the meaning of any of the provisions of the bid documents. Every request for an interpretation shall be in writing / email addressed and forwarded to the EMPLOYER at the following address not later than pre bid meeting:

**DEPUTY GENERAL MANAGER (INFRA PROJECTS),
INFRA PROJECTS DEPT.
ADMINISTRATIVE BUILDING
COCHIN SHIPYARD LTD.
KOCHI-15
KERALA, INDIA.**

Ph: 04842501825

Email: mathews.pa@cochinshipyard.in

with a copy to the Email ID: siyad.ma@cochinshipyard.in

- 2.11 A bidder shall be deemed to have full knowledge of all documents, drawings etc. The submission of a bid by bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope, specification, drawings etc and other factors bearing on the bid and that they are binding on him.
- 2.12 The successful bidder shall make his own arrangements for obtaining all necessary licences, permits etc. that may be required for the deployment of plant and equipment for the commencement of work and also during progress of work including transportation of trestles and keel beams.
- 2.13 The agreement (**Annexure-14**) as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with



addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Work Order together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties. The contract document shall consist of the following:

- a) Agreement (Annexure-14) signed between Employer & Contractor
- b) Work Order
- c) All correspondences till the award of work
- d) The bidding document along with drawings & approved Schedule of Prices.
- e) Tender issued along with amendments, if any
- f) Any other documents as deemed necessary

2.14 The Employer fully expects that Bidder / Contractor observe the highest standard of ethics during all stages of tender process and subsequent contract period.

In pursuance of this policy, the Employer

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering giving, receiving or soliciting of anything of value (in cash or in kind) to influence the action of a public official during qualification or tendering process or contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a prequalification or tendering process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants/Contractors (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefit of free and open competition;
- b) Will reject a proposal for award if it determines that the Bidder/Contractor recommended for award has engaged in corrupt and / or fraudulent practices in competing for the Contract in question.

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



any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.

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

- Contract Agreement as per pro-forma (**Annexure – 14**)
- Work order
- Any agreed variation between the Employer and the Contractor including but not limited to minutes of negotiation, amendments of specifications and / or specifications.
- Schedule of Prices
- Technical Specification with drawings
- Special Terms & Conditions
- General Conditions of Contract
- Financial Part
- Instruction to Bidders
- All materials, literature, drawings, data and information of any sort given by the Contractor and approved by Employer as well as the one given by the Employer to the contractor.
- Any other documents as may be required.

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

2.16 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.

2.17 The right of acceptance of a bid will rest with EMPLOYER who does not bind themselves to accept the lowest bid and also reserves the right to reject any or all of the bids received without assigning any reason.



- 2.18 The successful bidder shall furnish the required Security Deposit / Performance Guarantee through an irrevocable Bank Guarantee, enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India and which is acceptable to the EMPLOYER, as per the proforma enclosed at **Annexure- 16** of Vol-VI to this bid document, within 15 days from the contract date.
- 2.19 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work.
- 2.20 Telegraphic / Email offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- 2.21 Bids received after the due date and time and any change in quotation after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.22 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.23 Bidders to note that the bids shall first be evaluated for Minimum Qualification Criteria given in the Notice Inviting Tender (NIT). Offers submitted by Bidders which are not meeting the 'Minimum Qualification Criteria' will not be considered for further evaluation.
- 2.24 Any error in description and any omissions if any shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to technical specification and drawings or from any of his obligations under the contract. If there are varying or conflicting provisions made in any document forming part of the contract, Deputy General Manager (Infra Projects), Cochin Shipyard Limited shall be the deciding authority with regard to the intention of the document which shall be binding on the Bidder.
- 2.25 The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration and Permanent Account Number (PAN). The contractor shall be registered under EPF and ESI Act and the employees employed under them shall



be covered in the EPF and ESI scheme. The contractors shall regularly remit the statutory contribution to the authorities. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that maybe brought into force from time to time.

2.26 The tender and all related correspondence and documents should be written in English.

3.0 INSTRUCTIONS FOR FILLING BIDS.

3.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the EMPLOYER or who have purchased/downloaded the bid document.

3.2 The tenderers shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.

- (i) If the bid is made by an individual, it shall be signed by his full name in each page of the bid document with official stamp as a token of his acceptance of the conditions stated therein and his address shall be given.
- (ii) In the case of bid being submitted by a registered partnership firm, it shall be signed individually by each partner thereof in each page of the bid documents with official stamp as a token of acceptance of the conditions stated therein. In the event of absence of any partner, it must be signed on his behalf by a person holding a proper Power-of-Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract. Such Power-of-Attorney as per the proforma given in **Annexure – 3** of Vol-VI, is to be attached with the bid which must disclose that the firm is duly registered under Indian Partnership Act. Certified copy of the registered partnership deed of the firm shall be enclosed with the bid.
- (iii) If the bid is made by a Limited company, it shall be signed in each page of the bid documents with official stamp as a token of acceptance of the conditions stated therein by a duly authorized person who shall produce with the bid satisfactory evidence of the authorisation as per the proforma placed at **Annexure – 3** of Vol-VI. The Memorandum and Articles of Association of the Company shall also be enclosed with the bid.



- 3.3 The bid and any annotation or accompanying documentation shall be in English language only and in metric system.
- 3.4 Bidders shall sign their bid with the exact name of the firm to whom the bid document has been issued. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The EMPLOYER may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 3.5 The bid documents shall be completed in all respects including addendum/corrigendum and shall be submitted together with requisite information and annexures. Techno-Commercial offer shall be submitted in **DUPLICATE (ONE ORIGINAL AND ONE COPY)**. They shall be complete and free from ambiguity, change or inter-lineation.
- 3.6 If the space in the bid form or in the Annexures thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 3.7 Bidders should indicate at the time of quoting against this bid their full postal and telegraphic/fax/e-mail addresses.
- 3.8 The bid should be written legibly and free from erasures and over-writings or conversions of figures. Correction where unavoidable should be duly attested by signature(s) of the bidder(s) with dates.
- 3.9 Bidder shall set their quotations in firm figures and without any conditions. Each figure stated shall also be repeated in words and in the event of a discrepancy between the rate stated in figures and words, the rate quoted in words shall be deemed to be the correct rate.
- 3.10 Each bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. 70Lakhs in DD/ NEFT payment receipt drawn in favour of Cochin Shipyard Ltd and payable at Cochin and shall be valid for a period of six months from the due date of opening of techno-commercial bids from any Nationalised / Scheduled Bank in India. EMD shall be enclosed in the **“PART-I - TECHNO COMMERCIAL”** cover. EMD shall also be in



the form of Bank Guarantee as per format at **Annexure- 15** of Volume VI. NEFT payment shall be remitted in favour of CSL in account mentioned below:

STATE BANK OF INDIA

SHIPYARD BRANCH

ACCOUNT No.: 10319928321

IFSC Code: SBIN0003229

- 3.11 EMD shall specifically bind the Bidder to keep his offer valid for acceptance up to 60 days and to abide by all the conditions of the Employer's Bid Document in the event of the EMPLOYER desiring to award the work against the said bid to the said Bidder. The EMPLOYER shall have an unqualified option under the said EMD to claim the amount thereunder in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work and carry it out in accordance with the bid if the Employer decides to award the work to the Bidder. The EMD shall be retained with CSL till finalisation of bids. EMD will not carry any interest.
- 3.12 In case, Bidder has downloaded the bid document from website, the cost of bid document shall also be enclosed as separate Demand Draft/NEFT payment from any Nationalised Bank / Scheduled Bank in India, drawn in favour of CSL and shall be enclosed in the **"PART-I - TECHNO COMMERCIAL"** cover.

4.0 PRICING OF BID

4.1 General

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

4.2 Currencies of Bid

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



4.3 **Validity of Bid**

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

4.4 **Duties and Taxes**

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

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

4.5 **Zero deviation bidding**

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

5.0 **INFORMATION REQUIRED IN THE BID**

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

5.1 **PART-I - TECHNO COMMERCIAL**

5.1.1 PART-I shall be sealed and superscribed as **“PART- I – TECHNO COMMERCIAL BID for “FABRICATION, TESTING AND SUPPLY OF 92NOS. TRESTLES & 88NOS. KEEL BEAMS FOR ISRF PROJECT”** and shall contain the following:

- (i) A covering letter from the bidder listing all the documents accompanying the bid.
- (ii) Duly filled Check List as per **Annexure-1**
- (iii) Application letter as per **Annexure-2**
- (iv) a) In case, the bidder is a Partnership firm,



- 1) Certified copy of registered partnership deed
 - 2) Duly executed Power of Attorney, in the name of bidder's authorised representative to act on behalf of the bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma placed at **Annexure - 3**
- b) In case the bidder is a limited company,
- 1) Registration certificate of the company and Memorandum and Articles of Association of the company;
 - 2) Duly executed Power of Attorney, in the name of bidder's authorised representative to act on behalf of the bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma placed at **Annexure – 3**
- (v) Financial details of the Bidder as per **Annexure-4**. An attested / notarized copy of audited balance sheet and profit & loss Account for the preceding 3 years has to be submitted in proof of financial turnover.
- (vi) Proforma titled 'Structure And Organization' duly filled as per **Annexure-5**
- (vii) Proforma titled 'Resources: Bidder's Equipment And Facilities' duly filled as per **Annexure-6**
- (viii) Duly filled proforma regarding 'Details of Completed Similar Works during the Last 7 Years' placed at **Annexure-7**(Vol-VI). In addition, Bidder shall furnish the required project specific information and satisfactory documentary evidence such as notarized copy of work order /letter of acceptance & work completion certificate to CSL in support of claim of experience. In case bidder is furnishing experience certificate of works executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.
- (ix) Works in hand / current commitments as per the proforma placed at **Annexure-8**
- (x) Duly filled proforma titled 'List of Key Personnel for the Execution of Work' placed at **Annexure-9**
- (xi) Solvency Certificate issued by the banker of the Bidder as per the proforma placed at **Annexure-10**
- (xii) Duly signed "Integrity Pact" to be executed between the Bidder and CSL as per the proformaplaced at **Annexure – 11**



- (xiii) Duly signed & sealed **Un-priced** format of 'Schedule of Prices' placed at **Annexure-13. Rates and figures shall not be indicated in the Unpriced format.** However, the respective fields for rates & figures shall be indicated as 'Quoted'.
- (xiv) 'Detailed Work Programme Schedule' as per the format placed at **Annexure-18.**
- (xv) 'Special Terms & Conditions' duly filled indicating bidder's compliance
- (xvi) EMD as per clause no. 7 of 'Special terms & Conditions'
- (xvii) Cost of Bid document as per clause no. 4&6 of NIT
- (xviii) Tender document including addendum / corrigendum, if any duly signed & sealed on all pages as a token of acceptance of the tender terms & conditions in all respects.
- (xix) Documentary evidence in support of valid GST registration and Permanent Account Number (PAN)
- (xx) Any other information required in terms of this Bid Documents.

5.2 PART-II PRICE

5.2.1 PART – II PRICE shall contain the rate quoted in the "Schedule of Prices" (**Annexure-13**) attached separately along with the bid documents and should be submitted in a separate sealed cover superscribed with "**PART-II PRICE for "FABRICATION, TESTING AND SUPPLY OF 92NOS. TRESTLES & 88NOS. KEEL BEAMS FOR ISRF PROJECT"**".

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

5.3 Bid in sealed cover

The cover 'PART-I – TECHNO COMMERCIAL' and 'PART – II - PRICE' shall then be put together in another cover, which shall be sealed and superscribed with words "**BID FOR "FABRICATION, TESTING AND SUPPLY OF 92NOS. TRESTLES & 88NOS. KEEL BEAMS FOR ISRF PROJECT"**". **The bidder shall ensure that his quoted rate as per 'PART-II' is not mentioned in any other documents directly or indirectly. If any such mention is made, the bid is liable to be rejected.** In the event price bid is different from the unpriced format already submitted, CSL reserves the right to reject the offer without any further discussions.

6.0 EVALUATIONS AND COMPARISON OF BIDS

6.1 General



6.1.1 EMPLOYER reserves the right to open Price Bid (PART-II) of only such bidders whose Technical and Commercial Bid (Cover-A) are acceptable and complete. The Employer's decision in this regard shall be final and binding on the bidder. The EMPLOYER may not open Price Bid of the bidders whose technical and commercial aspect of the proposal is not acceptable or is incomplete.

6.2 **Responsiveness of Bid**

Bids which do not fulfil the 'MINIMUM QUALIFICATION CRITERIA' (clause no. 9 of NIT) or which contain any other condition of any sort including conditional rebates or are incomplete in any respect shall be summarily rejected. Such bids shall be entered in the bid opening register but their rates shall neither be read out nor entered in the register. Only a remark mentioning the reason of rejection in brief shall be appended against such entry.

7.0 **BID OPENING**

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

7.1.1 In case earnest money is not deposited or is not in order, the bid will not be considered for further process. Only a mention to this effect shall be made in the bid opening register. Bid not accompanied by 'cost of bid document' is liable to be rejected. The cover 'PART- I – TECHNO COMMERCIAL' containing all details & particulars as detailed at clause 5.1 above will be opened on the due date. The authenticity of the details furnished by the bidders shall be verified and confirmed as per the bid stipulation.

7.1.2 DGM (Infra Projects) or his duly authorized representative will open the bids on the day at the time and place stipulated above.

7.1.3 At the time of bid opening, EMPLOYER will permit authorised representative of each Bidder to be present provided such representative presents to the EMPLOYER at that time, a letter duly signed by the Bidder authorising him to be present on behalf of the Bidder.

7.1.4 Signature of the authorized representatives of bidders who attended the tender opening shall be obtained in the tender opening register.



7.2 Cover-B (Price Bid)

7.2.1 Price Bids of only those Bidders whose Technical and Commercial proposals are complete, fulfil the 'Minimum Qualification Criteria' and considered as acceptable shall be opened on a later date after giving notice to the qualified bidders.

7.2.2 Price Bids shall be evaluated based on total overall amount. CSL reserves the right to conduct negotiations with L-1 Bidder to have possible reduction from the original offer or if the condition so warrants. The bidder shall attend the negotiation meeting in time upon intimation to them by CSL.

7.2.3 Normally CSL will award the contract to the Bidder whose bid has been substantially responsive to the bidding documents and who has offered lowest evaluated total amount. The acceptance of tender will rest with CMD or his authorized officer who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.

8.0 LETTER OF ACCEPTANCE

8.1 The successful bidder will be informed the acceptance of his bid through a Letter of Acceptance (LOA) issued by the Employer.

8.2 The bidder whose bid is accepted shall convey his acknowledgement of receipt of the LOA within 7 (Seven) days of its receipt.

9.0 SIGNING OF THE CONTRACT

9.1 Contract Agreement

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



9.2 In addition to the above, the successful bidder will be required to furnish a Performance Security through an irrevocable Bank Guarantee (BG), enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India and which is acceptable to the EMPLOYER, as per the Proforma enclosed at **Annexure- 16**. The Bank Guarantee shall be for an amount of 5% of the Accepted Contract Amount and is towards satisfactory performance of the contract. BG to be submitted within 15 days from the 'contract date'. The Bank Guarantee should be initially valid till the completion of work. Extension of BG in accordance with extension of material supply schedule / work schedule is to be ensured.

9.3 Upon completion of work and for releasing the final payment by Employer, Contractor shall convert the Performance Security to Performance Guarantee (5% of the Accepted Contract Amount) and this is for the enforcement of agreed performance guarantee as per clause no. 8, 'Guarantee' mentioned in 'General Conditions of Contract'. The revalidated Bank Guarantee should cover the guarantee amount / period and a grace period of 28 days.

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

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

10.0 RELEASE OF EMD

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





**TURNKEY FABRICATION, TESTING AND SUPPLY
OF 92Nos. TRESTLES & 88 Nos. KEEL BEAMS FOR
ISRF PROJECT**

TENDER NO: INFRA/ISRF/279/2024

VOLUME II

General Conditions of Contract

COCHIN SHIPYARD LTD

COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024



Contentsof Tender Documents

Volume I	Instructions to Bidders
Volume II	General Conditions of Contract
Volume III	Special Terms & Conditions
Volume IV	Technical Specification
Volume V	Financial Part
Volume VI	Standard Forms



Volume II–GENERAL CONDITIONS OF CONTRACT

Clause	Description	Page no.
1	GENERAL PROVISIONS	4
2	CONTRACT WORK AND CONTRACT PRICE	5
3	WORKMEN'S COMPENSATION	5
4	LICENCES, PERMITS AND NOTICE TO STATUTORY BODIES:	5
5	LIENS	5
6	DEFECTIVE MATERIALS	6
7	REJECTION OF DEFECTIVE WORK	6
8	GUARANTEE	6
9	CONSTRUCTION OF CONTRACT	7
10	PERFORMANCE GUARANTEE	7
11	LIQUIDATED DAMAGES	7
12	COMPLETION PERIOD	8
13	CSL – HSE GUIDELINES	8



GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

1.2 **"Contract"** means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Drawings, the Financial Part, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.3 **"Contract Agreement"** means the contract agreement (if any) referred at sub clause no. 9.1 of 'Instructions to Bidders'.

1.4 **"Letter of Acceptance"** means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the bidder, including any annexed documents.

1.5 **"Letter of Intent"** means intimation prior to Letter of Acceptance, issued to the bidder whose bid is acceptable.

1.6 **"Letter of Bid"** means the document entitled letter of bid, completed by the Contractor and includes the signed offer to the Employer for the Works.

1.7 **"Specification"** means the document entitled technical specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.8 **"Drawings"** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

1.9 **"Bid"** means the Letter of Bid and all other documents, which the Contractor submitted with the Letter of Bid, as included in the Contract.

1.10 **"Party"** means the Employer or the Contractor, as the context requires.

1.11 **"Employer"** means Cochin Shipyard Ltd (CSL) or its authorized representative.

1.12 **"Contractor"** means the person/persons or firm or company whose bid is accepted by Cochin Shipyard Ltd and includes the Contractor's authorised agents, successors and permitted assigns.

1.13 **"Engineer"** means the Deputy General Manager (Infra Projects) of the Cochin Shipyard Ltd.



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

2. CONTRACT WORK AND CONTRACT PRICE:

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

3. WORKMEN'S COMPENSATION:

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

4. LICENCES, PERMITS AND NOTICE TO STATUTORY BODIES:

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

5. LIENS:

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

- 5.2 Mode of payment of final bill:



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

- a) Payment of all CSL dues and such other charges as may be recovered from the contractor, if any.
- b) After issue of certificate / statement of compliance by TPIA on successful completion of fabrication, testing and supply of trestles and keel beams.
- c) After incoming inspection of trestles & keel beams at ISRF site.

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

6. DEFECTIVE MATERIALS:

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

7. REJECTION OF DEFECTIVE WORK:

7.1 If the complete fabrication/manufacture at contractor's premises or any portion thereof before being taken over is defective, or fail to fulfill the requirements of the contract, CSL shall give notice to the Contractor setting forth particulars of such defects or failures and the Contractor shall forthwith make the defective supply/plant/installation good, or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, CSL may reject and replace at the cost of Contractor the whole or any portion of the work as the case may be which is defective or fails to fulfill the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to CSL of the extra cost, if any, of such replacement delivered and erected.

7.2 If any supply of defective items shall have caused delay in the completion of the contract so as to give rise to a claim for damage on the part of CSL under Clause 11 of Vol –II nothing contained in this clause shall interfere with or prejudice any rights of CSL with respect to such claim.

8. GUARANTEE:

8.1 The guarantee period will be effective for a period of twelve(12) months and it will be in force from the date of completion of supply of trestles & keel beams in full quantity at ISRF site and its acceptance by CSL. The contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, workmanship in the work but not otherwise and shall at contractor's own cost remedy such defects when called upon to do so by CSL, who shall intimate in what respect any portion is faulty.

8.2 It becomes necessary for the contractor to replace or renew any defective portions of the supply of the items under this clause. The provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of three months from the date of such replacement or renewal or until the above mentioned period of 12 months, whichever may be later. If any defects are not remedied within a reasonable time, CSL may proceed to do the work at the Contractors' risk and expenses.



9. CONSTRUCTION OF CONTRACT:

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

10. PERFORMANCE GUARANTEE:

Upon completion of supply of all trestles and keel beams and for releasing the final payment by Employer, Contractor shall convert Performance Security to Performance Guarantee (5% of the Accepted Contract Amount) and this is for the enforcement of agreed performance guarantee as per clause no. 8, 'Guarantee' mentioned in 'General Conditions of Contract'. The revalidated Bank Guarantee should cover the guarantee amount / period and a grace period of 28 days. The performance guarantee will be returned after the contractor, fulfilling all the conditions of contract including the guarantee period where such stipulations are made to the satisfaction of CSL and on making an application thereof.

11. LIQUIDATED DAMAGES (LD):

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

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

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

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

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



12. **COMPLETION PERIOD:**

- 12.1 The entire scope of work is to be completed within a timeframe of **six(6) months** from the 'Contract date'. Delivery of trestles & keel beams shall be made by the contractor in a staggered manner as indicated in the below mentioned table. One lot size is taken as the combined supply of 10 nos. trestles, 20 nos. keel beams & 40 nos. keel beam locks (with all necessary documents) after TPIA certification and accordingly corresponding payment will be released.

<u>Sl no.</u>	<u>Delivery period</u>	<u>Deliverables</u>
1	Within 3 months from the contract date	Minimum one lot
2	Within 4 months from the contract date	Additional one lot
3	Within 5 months from the contract date	Additional 2 lots
4	Within 6 months from the contract date	Balance quantity

13. **CSL – HSE GUIDELINES:**

- 13.1 Material entry to ISRF facility shall be in compliance with the CSL extant procedures. It is the responsibility of the contractor to ensure sufficient documentation while bringing the trestles and keel beams to the ISRF site.
- 13.2 No person above 60 years shall be permitted entry into the ISRF project site for any work except otherwise specially permitted by CSL.
- 13.3 Unauthorized use of cameras and mobile phones in ISRF area is forbidden.
- 13.4 Usage of Safety Helmet with chin strap, safety shoe and cotton working dress are compulsory at ISRF work site. Suitable PPEs (Personal Protective Equipments) are to be used.
- 13.5 Standing under suspended loads is dangerous and shall be avoided.
- 13.6 Everybody should be responsible for housekeeping at their work site.
- 13.7 Avoid activity/action that leads to air / water / soil pollution.
- 13.8 CSL reserves its right to suspend work in the event of the contractor not complying with the HSE guide lines with regarding to HSE practices for which no claim of any kind will be entertained.
- 13.9 Any kind of emergency (Fire / Rescue / Personal Injury / Property damage) to be reported to CSL fire control room which is manned 24 hrs.
- 13.10 While working at the ISRF project site, all personnel employed by the Contractor and any of his sub-contractor's shall carry an identity card which shall be clearly visible at all times on the Site.



**TURNKEY FABRICATION, TESTING AND SUPPLY
OF 92 NOS. TRESTLES AND 88 NOS. KEEL BEAMS
FOR ISRF PROJECT**

TENDER NO: INFRA/ISRF/279/2024

VOLUME III

Special Terms & Conditions

COCHIN SHIPYARD LTD

COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024



Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project

Contentsof Tender Documents

- Volume I Instructions to Bidders
- Volume II General Conditions of Contract
- Volume III Special Terms & Conditions**
- Volume IV Technical Specification
- Volume V Financial Part
- Volume VI Standard Forms



Special Terms & Conditions

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

Sl. No	DESCRIPTION	Compliance by the Contractor (Yes/No). In case of 'No', reasons to be provided.
1.	<p>The Contractor shall be responsible to CSL for supplying trestles and keel beams on a turnkey basis.</p> <p>The scope of work includes the following but not limited to:</p> <ul style="list-style-type: none"> • Preparation of Bill of Materials as per LR approved drawings • Fabrication and sub assembly works including procurement of all materials (steel plates, primer, paint etc.) and consumables and the provision of all labour, plant, equipment, temporary works etc. • Testing and supply of trestles and keel beams in accordance with the Technical specification, QAP, Drawings and instructions from CSL. • Engaging M/s Lloyd's Register as Third Party Inspection Agency (TPIA) at Contractor's cost during the period of fabrication & testing. • Issue of certificate / statement of compliance by TPIA after successful completion • Delivery at ISRF site including transportation, loading & unloading charges. 	
2.	<p><u>MODE OF SUBMISSION OF TENDERS</u></p> <p>a) Tenders should be submitted in two separate sealed covers superscribed as PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" each indicating the tender number (INFRA/ISRF/279/2024 dated 13 June 2024), due date and name & address of the bidder with Title – "TURNKEY FABRICATION, TESTING AND SUPPLY OF 92 nos. TRESTLES & 88 nos. KEEL BEAMS FOR ISRF PROJECT". Only Hard copies of offers shall be submitted. Tenders are to be addressed to 'Deputy General Manager – Infra Projects, Infra Projects Dept., Administrative Building, Cochin Shipyard Limited, Administrative Building, Cochin, Kerala– 682015'. Techno-commercial offer shall be submitted as original + 1 copy. Soft copy of the Techno-commercial offer shall also be enclosed. Offers submitted not as above shall not be considered.</p> <p>b) PART-II Price to be submitted as per Price bid format placed at Annexure-13 titled 'Schedule of Prices' separately in a sealed cover as 'original' only along with the Part I "TECHNO-</p>	



	<p>COMMERCIAL" part of tender.</p> <p>c) PART-I "TECHNO-COMMERCIAL"&PART-II "PRICE" shall be enclosed in a common sealed cover indicating the tender number (INFRA/ISRF/279/2024 dated 13 June 2024), due date and name & address of the bidder with Title – "TURNKEY FABRICATION, TESTING AND SUPPLY OF 92nos. TRESTLES & 88nos. KEEL BEAMS FOR ISRF PROJECT".</p>	
<p>3.</p>	<p><u>TECHNO-COMMERCIAL PART SHOULD CONTAIN THE FOLLOWING DETAILS</u></p> <p>PART-I shall be sealed and superscribed as "PART- I – "TURNKEY FABRICATION, TESTING AND SUPPLY OF 92nos. TRESTLES & 88nos. KEEL BEAMS FOR ISRF PROJECT" and shall contain the following:</p> <ul style="list-style-type: none"> (i) A covering letter from the bidder listing all the documents accompanying the bid. (ii) Duly filled Check List as per Annexure-1 (iii) Application letter as per Annexure-2 (iv) a) In case, the bidder is a Partnership firm, <ul style="list-style-type: none"> 1) Certified copy of registered partnership deed 2) Duly executed Power of Attorney, in the name of bidder's authorised representative to act on behalf of the bidder as per the proforma placed at Annexure - 3 b) In case the bidder is a limited company, <ul style="list-style-type: none"> 1) Registration certificate of the company and Memorandum and Articles of Association of the company; 2) Duly executed Power of Attorney, in the name of bidder's authorised representative to act on behalf of the bidder, as per the proforma placed at Annexure – 3 (v) Financial details of the Bidder as per Annexure-4. An attested / notarized copy of audited balance sheet and profit & loss Account for the preceding 3 years has to be submitted in proof of financial turnover. (vi) Proforma titled 'Structure And Organization' duly filled as per Annexure-5 (vii) Proforma titled 'Resources: Bidder's Equipment And Facilities' duly filled as per Annexure-6 (viii) Duly filled proforma regarding 'Details of Completed Similar Works during the Last 7 Years' placed at Annexure-7 (Vol-VI). In addition, Bidder shall furnish the required project specific information and satisfactory documentary evidence such as notarized copy of work order / letter of acceptance & work completion certificate to CSL in support of claim of experience. In case bidder is furnishing experience certificate of works 	



	<p>executed for private agencies to qualify for the work, bidder should submit relevant TDS Certificate along with work order and completion certificate.</p> <p>(ix) Works in hand / current commitments as per the proforma placed at Annexure-8</p> <p>(x) Details of technically qualified key personnel in their employment proposed for work in the proformatitled 'List of Key Personnel for the Execution of Work' placed at Annexure-9</p> <p>(xi) Solvency Certificate issued by the banker of the Bidder as per the proforma placed at Annexure-10</p> <p>(xii) Duly signed "Integrity Pact" to be executed between the Bidder and CSL as per the proforma placed at Annexure – 11</p> <p>(xiii) Duly signed & sealed Un-priced format of 'Schedule of Prices' placed at Annexure-13. Rates and figures shall not be indicated in the Unpriced format. However, the respective fields for rates & figures shall be indicated as 'Quoted'.</p> <p>(xiv) 'Detailed Work Programme Schedule' as per the format placed at Annexure-18.</p> <p>(xv) 'Special Terms & Conditions' duly filled indicating bidder's compliance</p> <p>(xvi) EMD as per clause no. 7 of 'Special terms & Conditions'</p> <p>(xvii) Cost of Bid document as per clause no. 4&6 of NIT</p> <p>(xviii) Tender document including addendum / corrigendum, if any duly signed & sealed on all pages as a token of acceptance of the tender terms & conditions in all respects.</p> <p>(xix) Documentary evidence in support of valid GST registration and Permanent Account Number (PAN)</p> <p>(xx) Any other information required in terms of this Bid Documents.</p> <p><u>CLARITY OF OFFER</u> Offers should be clear and unambiguous. Incomplete/ ambiguous offers are likely to be rejected. Offer should be free from overwriting. Corrections and additions, if any, must be duly attested.</p>	
<p>4.</p>	<p><u>COST OF BID DOUMENT</u></p> <p>Interested bidders can collect bid documents from the Infra Projects Dept office, Cochin Shipyard Ltd on payment of a non-refundable sum of Rs. 1000/- towards the cost of Bid document including GST @ 12%, through Demand Draft / NEFT payment from any Nationalised Bank / Scheduled Bank in India drawn in favour of the Cochin Shipyard Ltd, payable at Kochi, on any working day between 1000 Hrs IST to 1600 Hrs IST from 14 June 2024till the previous day of bid submission.In case, the bidder has downloaded the bid document from the web, the cost of bid document shall be enclosed as separate Demand Draft/ NEFT payment from any Nationalised Bank / Scheduled Bank in India, drawn in favour of CSL along with</p>	



	sealed cover for PART-I "TECHNO-COMMERCIAL" .	
5.	<p><u>PRE BID MEETING</u></p> <p>a. The official representatives of bidder is advised to attend a Pre-bid meeting which will be convened at CSLThe meeting shall be attended by techno-commercially competent senior representative(s) of the bidder duly authorized. Authorization letter will be collected at the venue of pre-bid meeting. Date of the pre-bid meeting is 28 June 2024at 10:30 Hrs.</p> <p>b. All bidders are advised to study the bid document thoroughly and come prepared for the meeting.</p> <p>c. The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage. Minutes of meeting will be prepared.</p> <p>d. Any bidder requiring a clarification of the tender document must notify CSL in writing, at least four (4) days in advance to the pre-bid date in the pre-bid questionnaire format placed at Annexure-12 of Volume VI. Any request for clarification in writing must be addressed to siyad.ma@cochinshipyard.in and copied to mathews.pa@cochinshipyard.in .</p> <p>e. The compilation of all clarifications sought/ queries raised during the pre-bid meeting and its replies shall be furnished to all bidders. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by CSL exclusively through the issuance of an addendum.</p> <p>f. At any time before the submission of proposals, CSL may, for any reasons, whether at CSL's own initiative or in response to a clarification requested by a bidder, modify the documents by amendment.</p> <p>g. Any modification of the tender document which may become necessary as a result of the pre-bid meeting shall be made by the Employer through the issuance of a corrigendum / addendum which shall be published in CSL website:www.cochinshipyard.in.</p> <p>h. Any clarification in the price bid format, if required shall be discussed during the pre-bid meeting.</p>	
6.	<p><u>PRICE PART SHOULD CONSIDER THE FOLLOWING AS APPLICABLE</u></p> <p>a. Price of Materials (steel, paint, etc.)</p> <p>b. Engagement of Third Party Inspection Agency (TPIA)</p> <p>c. Charges for fabrication, assembly, paintingetc</p>	



	<p>d. Insurance Charges e. Local transport upto Fabrication yard at Contractor's premises. f. Testing charges g. Transportationcharges from fabrication yard to ISRF. h. Loading and unloading charges. i. Taxes and duties j. Cost of labour k. Cost and arrangements of Consumables, material handling equipments, gas,water, electricity, compressed air etc at fabrication yard of contractor. l. All other requirements as per tender document which has a price implication.</p>	
<p>7.</p>	<p><u>EMD</u></p> <p>Bid shall be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. 70lakhs in DD / NEFT payment receipt drawn in favour of Cochin Shipyard Ltd and payable at Cochin and shall be valid for a period of six months from the due date of opening of techno-commercial bids from any Nationalised / Scheduled Bank in India. EMD shall also be in the form of Bank Guarantee as per format at Annexure- 15of Volume VI and to be enclosed in the cover: "PART-I "TECHNO-COMMERCIAL"". NEFT payment shall be remitted in favour of CSL in account mentioned below:</p> <p style="text-align: center;">STATE BANK OF INDIA - SHIPYARD BRANCH ACCOUNT No.: 10319928321 IFSC Code: SBIN0003229</p> <p>In the event of bidder withdrawing his proposal before the expiry of 60 days from the due date of tender submission, EMD shall be forfeited. If the successful bidder fails to acknowledge the order or fails to furnish the required security deposit within the specified time limits, then also EMD shall be forfeited. EMD furnished by all bidders except the successful tenderer will be released after finalisation of the tender and issuing orders and its acceptance. EMD in respect of successful bidder will be released after furnishing the necessary Performance Guarantee as per terms of order or the same shall be adjusted against value of Performance Bank guarantee (PBG) and PBG shall be furnished for the balanced amount.</p>	
<p>8.</p>	<p>Notwithstanding anything contained in this tender Document, CSL reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.CSL reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning</p>	



	<p>anyreason.CSL reserves the right to reject any offer if:</p> <p>a) at any time, an offer misrepresentation is made or uncovered, or</p> <p>b) The Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.</p>	
9.	<p>The bidder should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the bidder to keep the validity open for another 30 days for which request in writing / email / fax by DGM (Infra Projects), before the expiry of the original validity, would be intimated. The receipt of the intimation of DGM (Infra Projects) should be acknowledged. Should any bidder withdraw his tender before this period or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL, the earnest money deposited by the bidders shall be forfeited.</p>	
10.	<p>Bidders may please note that CSL will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's office for making such enquiries till finalisation of the bid. Should CSL find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by CSL.</p> <p>Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. CSL's decision in this regard shall be final and binding on the bidder.</p>	
11.	<p>Clarifications, either technical or commercial, should be submitted to points specificallyasked for only. The opportunity so given should not be used for correcting/changing/amending the data/ conditions already submitted with the tender.</p>	
12.	<p>No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security Deposit, if any and/ or Risk Purchase as per clause 7 and 20 of Vol III.</p>	
13.	<p><u>TRANSPORTATION OF TRESTLES AND KEEL BEAMS</u></p> <p>Contractor shall ensure safe and appropriate transport of the trestles & keel beams from the fabrication yard to ISRF site.All local and statutory permissions for the transportation of trestles and keel beams including permissions from police/transport/tax authorities/Customs Clearance/Port Clearance as applicable shall be ensured by the Contractor. CSL shall not be responsible for hold up of any consignment for whatsoever reason.</p>	
14.	<p><u>INSURANCE</u></p>	



	Contractor shall arrange insurance for the trestles and keel beams from fabrication yard to ISRF site (warehouse to warehouse basis), insurance coverage for all operations during fabrication, testing, transportation and delivery.	
15.	Bidders are to carefully go through the tender document comprising of Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract, Special Terms & Conditions, Technical Specification, Financial Part, Drawings, Standard Forms, for which offers are called for. Queries, concerns if any regarding the tender shall be duly brought to the notice of CSL during the pre-bid meeting.	
16.	<p><u>DUTIES AND TAXES</u></p> <p>Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration and Permanent Account Number (PAN).</p> <p>Any change in rate of tax (upward /downward /exemption etc) by Govt of India subsequent to submission of tender would be admissible subject to proof of such change of rate of tax provided by contractor/CSL and payment of the same.</p> <p>Income tax will be deducted from payments and Tax deduction certificate will be issued.</p>	
17.	Contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought into force from time to time.	
18.	<p><u>PAYMENT TERMS</u></p> <p>Delivery of trestles & keel beams can be made by the contractor in a staggered manner as per the table mentioned at clause no. 12 of Vol-II – GCC. One lot size is taken as the combined supply of 10 nos. trestles, 20 nos. keel beams & 40 nos. keel beam locks (with all necessary documents) after TPIA certification and accordingly corresponding payment will be released.</p>	



19.	<p><u>SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:</u></p> <p>The successful bidder will be required to furnish a Performance Security (Security Deposit) through an irrevocable Bank Guarantee (BG), enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India and which is acceptable to the EMPLOYER, as per the Proforma enclosed at Annexure- 16. The Bank Guarantee shall be for an amount of 5% of the Accepted Contract Amount and is towards satisfactory performance of the contract. BG to be submitted within 15 days from the ‘contract date’. The Bank Guarantee should be initially valid till the completion of work. Extension of BG in accordance with extension of material supply schedule / work schedule is to be ensured.</p> <p>Upon completion of delivery of trestles & keel beams at ISRF site and for releasing the final payment by Employer, Contractor shall convert Security Deposit to Performance Guarantee (5% of the Accepted Contract Amount) and this is for the enforcement of agreed performance guarantee as per clause no. 8, ‘Guarantee’ mentioned in ‘General Conditions of Contract’. The revalidated Bank Guarantee should cover the guarantee amount / period and a grace period of 28 days.</p>	
20.	<p><u>RISK PURCHASE:</u></p> <p>If the Contractor fails to complete the work within the stipulated timelines as mentioned at ‘Completion Period’ (clause 12 of GCC) or violate any of the terms and conditions of the contract, CSL shall have the following rights:</p> <ol style="list-style-type: none"> a) To terminate the contract with 15 days’ notice forfeiting the security deposit. b) Encashment of bank guarantee furnished by the Contractor c) To impose tender holiday for the contractor for an appropriate period as decided by CSL. 	
21.	<p><u>SECRECY & RESTRICTION ON INFORMATION TO MEDIA</u></p> <p>Information in respect of the contract shall NOT be released to the media or anyone not directly involved in its execution without the written approval of CSL.</p>	
22.	<p><u>SUB CONTRACTING AND ASSIGNMENT</u></p> <ol style="list-style-type: none"> a) Contractor shall not assign nor transfer the contract nor shall any share or interest therein in any manner or degree be transferred or assigned by contractor to a third party without the prior consent in writing of CSL. Notwithstanding assignment to which CSL has given consent, contractor shall be and remain solely responsible and liable for the proper and timely supply of the trestles & keel beams in accordance with the provisions of the contract. 	



	<p>b) Contractor shall not contract with any subcontractor and/or vendor without the priorwritten consent of CSL. Such consent shall not relieve the contractor from any of hisresponsibilities and liabilities under the contract. In addition, Contractor shall ensurethat the terms and conditions of any such contract shall comply with and correspondto the terms and conditions of this contract / order.</p>	
23.	<p>Replacement of defective items, if any, shall be arranged by Contractor all at contractor costs and risk.</p>	
24.	<p><u>ARBITRATION & JURISDICTION:</u></p> <p>(i) Any disputes arising during the currency of the contract shall, in the first instance be amicably settled by mutual discussions and negotiations with the executing officers. Failing which the issue can be taken up with the 'Grievance Redressal Committee' as mentioned at clause no. 26 below. The results of such resolutionof dispute shall be incorporated as an amendment to the contract, failing whichthe parties can resort to arbitration.</p> <p>(ii) If any dispute, disagreement or question arising out of or relating to or inconsequence of the contract, or to its fulfilment, or the validity of enforcementthereof, cannot be settled mutually or the settlement of which is not hereinspecifically provided for, then the dispute shall within thirty days from the dateeither party informs the other in writing that such disputes, disagreement exists,be referred to arbitration. The arbitrators shall be appointed and the arbitrationproceedings shall be conducted in accordance with and subject to the Arbitrationand Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time andthe decision of the Arbitrators shall be final and binding on the parties hereto.The arbitration will be done by a Board comprising one officer nominated by eachparty, and a mutually agreed Umpire. Each party shall bear its own cost ofpreparing and presenting its case. The cost of arbitration shall be shared equallyby the parties unless the award provides otherwise. Performance under thisContract shall however, continue during arbitration proceedings and no paymentdue or payable by the parties hereto shall be withheld unless any such paymentis or forms a part of the subject matter of arbitration proceedings. The place of Arbitration shall be Kochi, India.</p> <p>(iii) In case of disputes, the same will be subjected to the jurisdiction of courts atErnakulam, Cochin,Kerala only.Orders shall be governed and construed inaccordance with Indian law.</p>	
25.	<p><u>TERMINATION & LIMITATION OF LIABILITY</u></p> <p>This contract may be terminated upon the occurrence of any of the</p>	



	<p>following events:</p> <ul style="list-style-type: none">a) By agreement in writing of the parties hereto;b) By the non-defaulting party, upon default by the other party, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;c) By the Employer, if the Contractor having been given by the Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of fifteen (15) days thereafter.d) By the Employer, if the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 15 days from the Engineer.e) By the Employer, if the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer.f) By the Employer, if the Contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer.g) By the other party, upon either parties;<ul style="list-style-type: none">— Making the assignment for the benefit of creditors, being adjudged as bankrupt or becoming insolvent; or— Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or— Ceasing to do business for any reason.h) By the Employer, in case where maximum limit of LD is reached	
--	---	--



	<p>and still the items are not fully delivered.</p> <p>i) By the Employer, for fraud and corruption or other unacceptable practises.</p> <p>Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.</p> <p>CSL may by notice in writing to contractor terminate the order after issuing due notice i.e., 15 days notice period.</p> <p>CSL shall be entitled to compensation for the loss limited to the contract value from the Contractor.</p> <p>In case of contract termination due to Contractor's default, the following clause is applicable. All costs, damages or expenses which the Employer may have paid for which under the 'Contract' the Contractor is liable, will be claimed by the Employer from the Contractor and shall be paid by the Contractor from any money due or becoming due to the Contractor under the 'Contract' and balance if any may be recovered by actions of law or otherwise. In the event of above courses being adopted by the Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>	
26.	<p><u>GRIEVANCE REDRESSAL:</u></p> <p>Grievance Redressal Committee – Cochin Shipyard has constituted a Grievance Redressal Committee as an alternate mechanism for the redressal of grievances in all contracts for purchase of goods and services, where the value is above Rs. 100 Lakhs. The parties to this contract can approach this committee in case they are unable to settle their disputes through discussions with concerned department of Cochin Shipyard overseeing the contract.</p> <p>Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between CSL and the Contractor. Any grievance in connection with the work / Contract can be first addressed to the Grievance</p>	



	<p>Redressal Committee of Cochin Shipyard Ltd. All representations to the Grievance Redressal Committee should be submitted to the Nodal Officer, Company Secretary, Cochin Shipyard Limited, Kochi in the specified format (Annexure-17 of volume VI).</p> <p><u>Presently the committee is constituted as follows:-</u></p> <table border="1" data-bbox="310 438 1141 571"> <thead> <tr> <th>Sl.No.</th> <th>Name</th> <th>Designation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Ms. Anjana K R</td> <td>General Manager (Design)</td> </tr> <tr> <td>2</td> <td>Mr. Shibu John</td> <td>General Manager (Finance)</td> </tr> <tr> <td>3</td> <td>Ms. Bindu Krishna</td> <td>Assistant General Manager (Legal)</td> </tr> </tbody> </table> <p>The nodal officer would forward the submission to the Grievance Committee. The committee would subsequently call the aggrieved parties, hold a hearing and settle the disputes.</p>	Sl.No.	Name	Designation	1	Ms. Anjana K R	General Manager (Design)	2	Mr. Shibu John	General Manager (Finance)	3	Ms. Bindu Krishna	Assistant General Manager (Legal)	
Sl.No.	Name	Designation												
1	Ms. Anjana K R	General Manager (Design)												
2	Mr. Shibu John	General Manager (Finance)												
3	Ms. Bindu Krishna	Assistant General Manager (Legal)												
<p>27.</p>	<p><u>FORCE MAJEURE</u></p> <p>27.1 "Force Majeure" means an exceptional event or circumstance:</p> <ol style="list-style-type: none"> a) which is beyond a Party's control, b) which such Party could not reasonably have provided against before entering into the Contract, c) which, having arisen, such Party could not reasonably have avoided or overcome, and d) which is not substantially attributable to the other Party. <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ol style="list-style-type: none"> i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, ii) Rebellion, terrorism, epidemic, pandemic, revolution, insurrection, military or usurped power, or civil war, iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors, iv) Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and v) Natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity. vi) Acts of any Govt., domestic or foreign, including but not limited to war, lockdown, quarantines, embargoes etc. <p><u>27.2 Notice of Force Majeure:</u> If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances</p>													



	<p>constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, (or should have become aware), of the relevant event or circumstance constituting Force Majeure with all documentary evidence. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p> <p>27.3 Duty to Minimize Delay: Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p> <p>27.4 Consequences of Force Majeure: If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under clause [Notice of Force Majeure], and suffers delay by reason of such Force Majeure, the Contractor shall be entitled for an extension of time for any such delay, if completion is or will be delayed. However, only extension of time shall be granted and no additional cost on account of Force majeure is admissible.</p>	
28.	<p><u>INDEMNITY</u> Contractor shall indemnify CSL against any claim of infringement of letters, patent or registered design/the use or sale of any article of materials supplied to CSL by Contractor and against all costs and damages, which we may incur in any action for such infringement or for which we become liable in any such action.</p>	
29.	<p><u>PRICE BID</u> The price bid shall be submitted as per the format placed at Annexure-13 titled 'Schedule of Prices'.</p>	
30.	<p><u>PROGRESS REPORT</u> The Contractor shall submit comprehensive monthly progress reports with detailed schedules showing the volume and percentages of works executed, materials procurement status, works to be executed in the following month, photographs of works in progress etc. The report shall be submitted to CSL not later than 5th of every month.</p>	



**TURNKEY FABRICATION, TESTING AND SUPPLY
OF 92 Nos. TRESTLES & 88 Nos. KEEL BEAMS FOR
ISRF PROJECT**

TENDER NO: INFRA/ISRF/279/2024

Volume IV

Technical Specification

Cochin Shipyard Ltd.

COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024

Contents of Tender Documents

Volume I	Instructions to Bidders
Volume II	General Conditions of Contract
Volume III	Special Terms & Conditions
Volume IV	Technical Specification
Volume V	Financial Part
Volume VI	Standard Forms



1. General Information

1.1 General

1.1.1 International Ship Repair Facility (ISRF) of Cochin Shipyard Limited (CSL) is located in the premises of Cochin Port which is one of the 13 major ports in India. It is an all-weather port located in the State of Kerala on the west coast of India.

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

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

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

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

1.2 General Description of Trestles and Keel beams

1.2.1 The trestles and keel beams are part of the ship transfer system. Vessel during the dry docking operation will be seated over the trestles & keel beams. Keel beams are the connecting structural member between two adjacent trestles.

1.2.2 46 nos. of trestles and 44 nos. of keel beams have already been supplied at ISRF site.



Photo-1: Trestles & keel beams delivered at ISRF site



Photo-2: Trestles & keel after assembly



Photo-3: Keel beam lock

2. Plant and Equipment

The Contractor shall arrange, mobilize and provide, all Plant, equipment and accessories for the execution of the works and all connected works. The rate quoted for the Works will squarely and totally include all the charges to be paid to the Contractor by the CSL.

3. Trestles, Keel beams & Keel beam locks

3.1 Items to be supplied:

- a) Trestles – 96 nos.**
- b) Keel beams – 88 nos.**
- c) Keel beam locks – 176 nos.**



3.2 **General:-**

The work covered by this Subsection includes the procurement of all materials and the provision of all labour, plant, equipment, assembly, testing & supply of trestles and keel beams in accordance with the Drawings, these Specifications, Quality Assurance Plan and instructions from the Engineer. Supply shall also include the transportation including unloading & delivery at ISRF site. The work also includes engaging M/s Loyld's Register as the Third Party Inspection Agency (TPIA) at Contractor's cost during the contract period as per the scope detailed at Section 5.

3.3 **Technical standards and Drawings:-**

Basic standard: The shiplift & transfer system shall be designed in according to the code for Lifting Appliances in the Marine Environment published by Lloyd's register (UK) (Version August 2016), Lifting Code chapter 5.

Manufacturing shall be done in accordance with the drawings enclosed:

- a) 311-704, Part 1 and Part 2 for trestle, in total 92 nos.
- b) 311-705, Part 1 and Part 2 for keel beam, in total 88 nos.
- c) NDT PLAN, XE IMG
- d) 341-537, Sheet 1 & 2 for keel beam locks, in total 176 nos.

3.4 **Structural steel:-**

3.4.1 The structure material for trestles & keel beams shall be steel Grade - S355J2+N according to EN10025-2 and Grade - S355J2+N-Z15 according to EN10164.

3.4.2 Product analyses according to EN10025-2 and EN10164 for the structural steel incorporated in the Works shall be included in the certificate of origin, which shall be submitted to the TPIA & Engineer for each consignment

For material –

Steel quality:

Yield strength: 355 N/mm²

Tensile strength: 510 N/mm²

All parts with certificate 3.1

3.4.3 **For Production:** All seams welded water proof: air pressure test with max 1.0 bar for water tightness required tests for corresponding areas are marked in drawings enclosed to this specification

3.4.4 Upon arrival at fabrication site, the name of manufacturer, quality (steel grade, No. of Certificate of origin), date of delivery, size and assignment of the material shall be clearly indicated by a works certificate / delivery note on each lot.

3.4.5 For keel beam locks, material shall be S235 JR.



3.5 Works:-

3.5.1 General Requirements

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

3.5.2 Welding

- i. Only welders tested and certified, as per EN ISO 9606 or AWS D1.1 Structural Welding Code – Steel or equivalent Indian Standard, for the type of welding to be executed shall be employed for this work. Relevant certificates are to be handed over to the Engineer.
- ii. The welding process shall be confirmed by welding procedure tests.
- iii. Imperfections or defects in welding seams shall be repaired as far as technically feasible and may be subject to non-destructive testing.
- iv. In case of weld repair, the same shall be rectified as per the work methodology to be approved by the TPIA.

3.5.3 Fabrication and delivery

- i. It is the responsibility of Contractor to obtain clearance from TPIA as per the scope, inspection test plan & QAP at all stages commencing from the raw material identification till the supply of trestles and keel beams.
- ii. All works shall be completed from the contractor's fabrication yard and no pending works shall be permitted inside ISRF site.
- iii. Any damage to the paint coating by transportation and/or handling on Site has to be corrected at the Site.

3.5.4 Inspection and Testing

- i. CSL reserves the right to carry out the inspection of trestles & keel beams at contractor's premises at any time during the course of fabrication & testing.
- ii. Contractor shall prepare QAP and the procedure for inspection, load test, leak test & other NDT tests and the same shall be got reviewed by TPIA before the commencement of works or within one month from the contract date whichever is earlier. CSL comments, if any shall also be incorporated.
- iii. General Requirements
 - a) Closed sections shall be pressure-tested for water tightness prior to application of preservation coatings at the welding seam areas. Any leak must be repaired in coordination with the TPIA & Engineer.
 - b) Test and inspection protocols shall be compiled by the Contractor.



-
- c) All manufacturer's certificates of test proof sheets, mill sheets etc. showing that the materials used for trestles & keel beams fabrication have been tested in accordance with the requirements of the appropriate standards or technical specification are to be supplied free of charge to Engineer.
 - d) Test certificates for all structural steel shall be provided from the supplier and to be stamped by TPIA, and all steel materials shall be traceable till the final product.
 - e) The Contractor shall establish and maintain, during the course of the works, a detailed quality file, containing all quality related documentation including TPIA documentation, from initial work planning until final test reports. At completion the file shall be handed over to the Employer.
- iv. Testing of welds
- a) The quality of finished welds shall be visually inspected in combination with non-destructive testing in accordance with code requirements.
 - b) All specified non-destructive testing shall be part of the Contractor's work, but supplementary testing can be instigated by the Engineer / TPIA at any moment.
 - c) All testing shall be made by a fully qualified inspector, independent of the production team, before any application of surface coating.
 - d) Detailed, traceable test reports shall be prepared.
 - e) The control plan for welding works shall include, but not be limited to, the following items:
 - Welding certificates for welders engaged in production
 - Procedure specifications
 - Test certificates
 - Associated reports on deviations and corrective action

4. Corrosion protection of steel parts:

4.1 General Items:-

- 4.1.1 All materials shall only be applied by skilled workers and uniformly by using brushes, rollers or spray gun, in accordance with the best acceptable practices applying to the class of work.
- 4.1.2 No work is to be done under conditions that are unsuitable for obtaining good results.
- 4.1.3 Neither paint nor any other finish treatment shall be applied to wet or damp surfaces unless specially required.
- 4.1.4 Repairs of any coating to comply with the Specifications shall be carried out by using techniques, materials and procedures relevant to the coating type, all to the satisfaction of Engineer.



4.2 Protection of Finished Products/ Repairs:-

- 4.2.1 It is the responsibility of the Contractor, and he shall be held accountable for the explicit protection of all finished work until final inspection and acceptance.
- 4.2.2 The Engineer reserves the right to order replacement or refinishing at no additional cost to the Employer for any and all work damaged.

4.3 Quality Control and Testing:-

- 4.3.1 The procedure to be adopted for determining the average dry film thickness of the coating or combined coatings shall be to take ten readings at random for every 10 square meters of coated area and to calculate an arithmetical average.
- 4.3.2 Notwithstanding the area, no more than one reading per group of 10 readings of dry film thickness shall fall below the specified average dry film thickness by more than 10 % for a particular coating.
- 4.3.3 If five or more readings per group of 10 readings of dry film thickness do not comply with the Specification, then the entire area shall be rejected.

4.4 Painting Scheme

- i. To protect the equipment against corrosion a paint coating is applied as follows:

Painting system:		
preparation of base material	use of shop primed base material or blasted to degree of	SA 2 ½
Basic coat	2 component epoxy base paint	~80 µm
intermediate coat	2 component epoxy base paint	~160 µm
surface coat	2 component polyurethane lacquer	~80 µm
Total layer (dry film) thickness:		~320 µm

Colour of surface coat - SKY BLUE (RAL 5015)

- ii. In addition, each trestle & keel beam shall be painted with white (RAL 9010) on either sides to mark unique identification no., Safe working load, Dead weight and 'CSL'.
- iii. For keel beam locks, after SA 2.5 blasting, apply one basic coat primer (80 micron) followed by surface coat epoxy base paint with 160 microns.

5. Inspection by Third Party Inspection Agency (TPIA) – M/s Lloyd's Register

- 5.1.1 Involvement of TPIA is required in order to ensure that the Contractor has complied with the technical specification, inspection test plan, QAP & drawings during various stages such as material procurement, surface preparation, fabrication, assembly and testing. The cost of inspection shall be borne by the contractor and should be included in the cost of trestles & keel beams. The scope of Third-Party Inspection shall include at least the following:



- a) Review and verification of material test certificates for compliance with relevant specification and LR rules. Witnessing of the sample testing in a NABL accredited lab to ensure compliance with relevant rule requirements.
- b) Weld procedure qualification & welder qualification
- c) Review of Welding and non-destructive examination procedures, Leak test procedure, Load test procedure, Welders and NDE technician certificates in accordance with relevant specification and LR rules
- d) Inspection during fabrication at prescribed stages to ensure compliance with drawings, QAP, relevant procedures and standards
- e) Witness / Review of Ultrasonic examination and Magnetic particle inspection as per reviewed non-destructive examination plan
- f) Witness of dimension inspection
- g) Witness of leak test
- h) Witness of load test
- i) Stamping on trestles & keel beams
- j) Issue of certificate / statement of compliance after successful completion

Enclosure

- A) Load test procedure for trestle
- B) Load Test procedure for keel beam
- C) Leak test procedure
- D) Inspection procedure
- E) Drawings

1. LOAD TEST PROCEDURE FOR TRESTLE

Objectives

The objective of this load test is to determine the soundness of Trestle assembly under proof load (110%) condition

Applicable codes and standards

- As per ASTM standard
- LR code for lifting appliances in marine environment, July 2017, chapter 5, section 7.2.

Load Test Procedure

Test load

- Safe working load: 365 Ton
- Proof load : 401.5 Ton (110%)

Test criteria

- a. After removal of test load deflection should be back to initial value ie. before applying load
- b. No crack shall be found during MPI.

Test Equipment and Tools

- Test jig: steel frame to support connecting end of trestles
- Load application: 04 unit of hydraulic jack with adequate capacity
- Load measurement: Hydraulic pressure guage on the hydraulic jack
- Defelction maesurement: piano wire (string) and ruler

Test Procedure

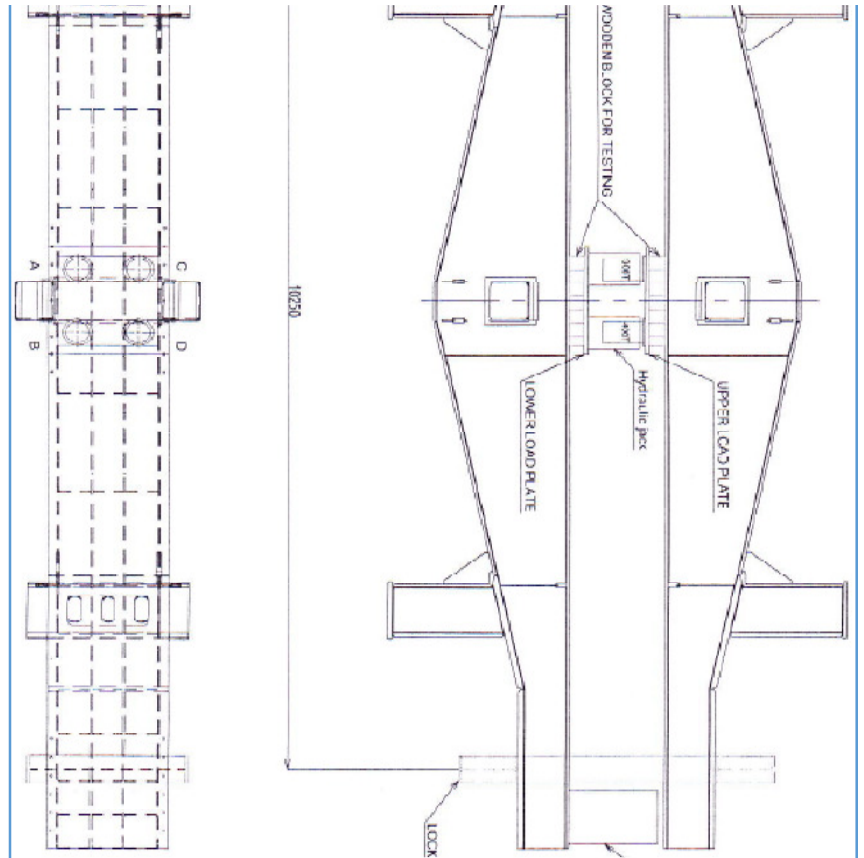
Apply the load on the trestle (centre load) in following steps, from 0 to 91.25 ton, 91.25 ton to 182.5 ton, 182.5 ton lo 273.75ton,273.75 ton to 365 ton, 365 ton to 401.5 ton with the hydraulic jack, keep the maximum load on the keel cradle for 5 minutes, then release the load and check structure of trestle.

While applying and releasing the load, measure and record the deflection of trestle in each step.

NDT aftet test

The MPI for the test specimen shall be carried out by the certified operator and the report will be reviewed by TPIA.

Test setup for trestle



2. LOAD TEST PROCEDURE FOR KEEL BEAM

Objectives

The objective of this load test is to determine the soundness of Keel beam assembly under proof load (110%) condition

Applicable codes and standards

- As per ASTM standard
- LR code for lifting appliances in marine environment, July 2017, chapter 5, section 7.2.

Load Test Procedure

Test load

- Safe working load: 190 Ton
- Proof load : 209 Ton (110%)

Test criteria

- c. After removal of test load deflection should be back to initial value ie. before applying load
- d. No crack shall be found during MPI.

Test Equipment and Tools

- Test jig: steel frame to support connecting end of keel beams
- Load application: 01 unit of hydraulic jack with adequate capacity
- Load measurement: Hydraulic pressure guage on the hydraulic jack
- Defelction maesurement: piano wire (string) and ruler

Test Procedure

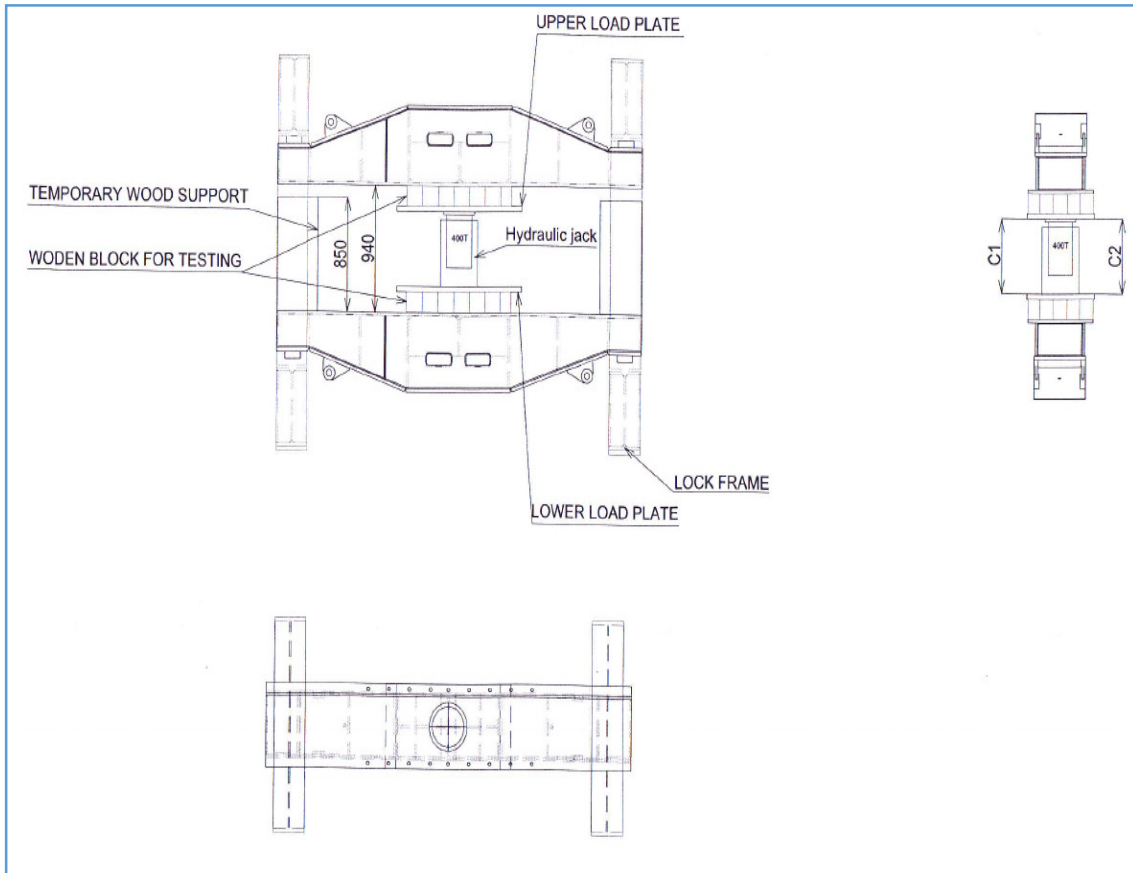
Apply the load on the keel beam (centre load) in following steps, from 0 to 190 ton, 190 ton to 209 ton, 209 ton to 0 ton with the hydraulic jack, keep the maximum load on the keel cradle for 5 minutes, then release the load and check structure of keel beam.

While applying and releasing the load, measure and record the deflection of keel beam in each step.

NDT aftet test

The MPI for the test specimen shall be carried out by the certified operator and the report will be reviewed by TPIA.

Test setup for keel beam



3. **LEAK TEST PROCEDURE**

Scope

This procedure is applied for leak test of KeelBeam and Trestle.

References

According to Lloyd's Standard: Section 9 Procedure for testing tanks and tight boundaries. Rules and regulations for the classification of Ship, Jan 2018.

Leak test procedure

General Provisions

- No protective coating is applied prior to the leak test
- Ensure safety for equipments and workers, during test

Air test procedure

Preparation

- Air supply/ (Air Compressor), sprayer, soap water solution must be available.
- Inlet pipe
- A-U tube filled with water to a height corresponding to the test pressure is to be fitted for verification and to avoid overpressure. The U- tube is to have a cross section larger than that of the air supply pipe. In addition, the test pressure pipe is to be verified by means of a pressure gauge or alternative equivalent , system.
- Tools for test : Calibrated pressure gauge, locking valves, air manifold pipe.
- Tools for welding repair must be available , such as grinding machine, welding machine etc.

Items to be checked before test

Welding seams inside & outside tanks to be clean off dirt, water and oil

Tested items

- Supply air with pressure of 0.2 kgf/cm²
- Locking all valves , check all welding & suspected positions by foam, mark all leaking points for repair (if available).
- Repair leak positions: Before repairing, air to be taken out, leak welding to be grinded and clean before welding. Test the leak positions after finishing welding.
- Raise the pressure to 1.5 bar and hold for 2 hours to monitor the pressure drop. (not more than 0.3 bar)

4. **INSPECTION AND TEST PLAN**

Reference Documents

- Lloyd's Register Rules
- IACS Rec. 47 ship building and repair quality standards

General Provisions for Inspection and test plan

Involvement by CSL & TPIA

Items listed in this document are to be officially inspected and tested in the presence of CSL representative and /or TPIA surveyor during fabrication of the trestles & keel beams at contractor's premises.

For those items not listed in this document, CSL representative and TPIA surveyor could freely access to monitor or inspect the production in process when they are concerned.

General provision for inspection

- a) Mark "I" : Witness inspection with a daily inspection application
- b) Mark "R" : Inspection record review
- c) Mark "Re" : To record
- d) Mark "RI" : Random Inspection
- e) Mark "No" : No record
- f) Mark "-" : No Inspection

Notification for Inspections

The inspection/test schedule is to be informed to CSL & TPIA sufficiently in advance

Inspection and test items

General

Block fabrication inspection is to be carried out basically block by block when fabrication is completed.

This inspection is to confirm that the structure work is done in accordance with class rules / approved drawings at the stage of block assembly, pre-erection and erection.

Structure inspection items

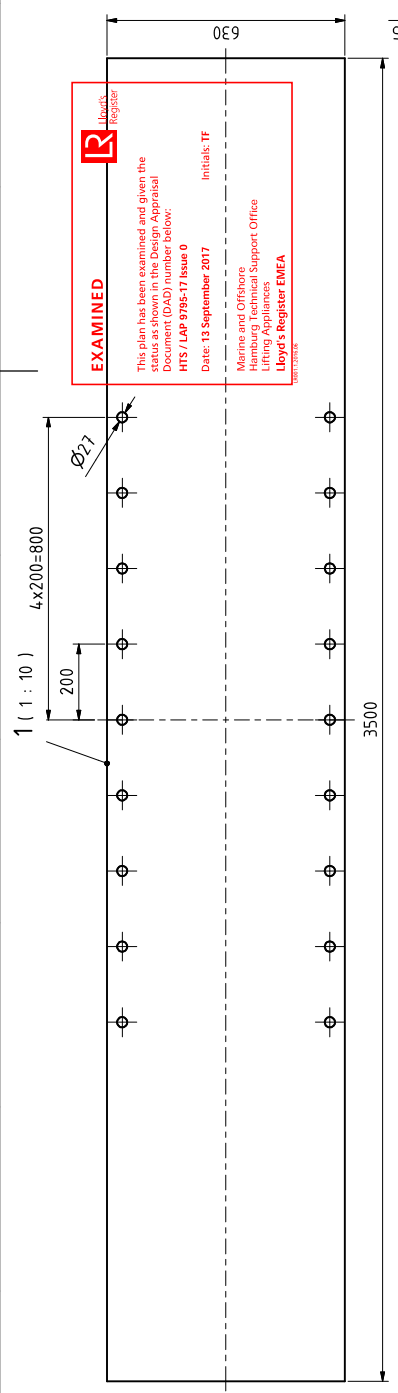
SI no.	Inspection & test Items	In shop			Remarks
		C	LR	CSL	
1	Fabrication				

1.1	Material Identifications	I	I	I	Re	
1.2	Marking, Dimension	RI	RI	RI	No	
1.3	Cutting / bending	RI	RI	RI	No	
1.4	Nesting Plans	I	RI	RI	No	
2	Construction					
2.1	Fitting	I	I	-	No	
2.2	Final dimensions inspection	I	I	I	Re	
2.3	NDE verifications	I	RI, R	R	Re	NDE plan to be submitted by contractor for separate approval
2.4	Air test	I	I	I	Re	
2.5	Blasting & Painting	I	-	I	Re	
3	Operation test and Load test	I	I	I	Re	Approval to be obtained for the procedure

C – Contractor
 CSL – Cochin Shipyard Ltd.
 LR – Lloyds Register

Enclosure: E

DRAWINGS



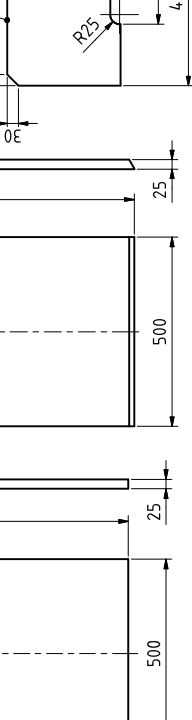
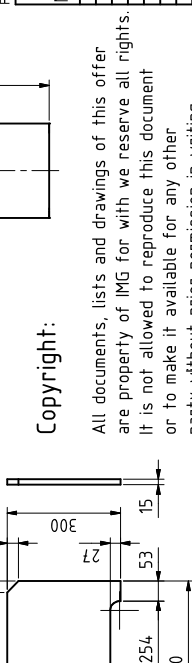
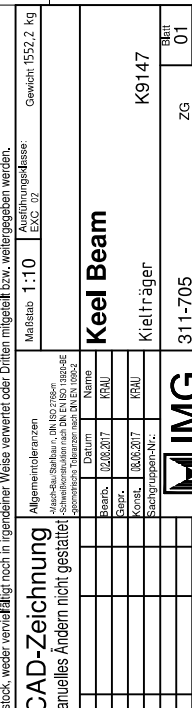
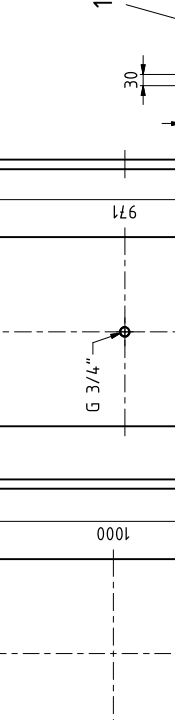
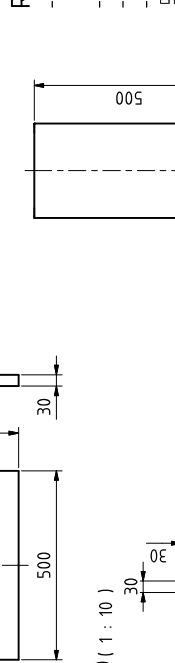
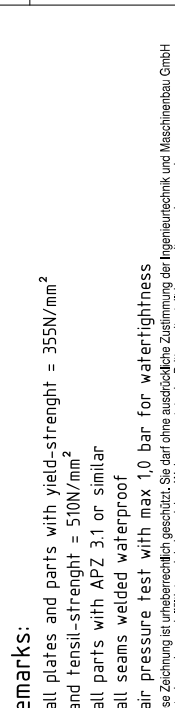
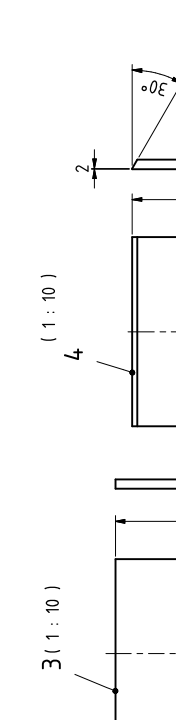
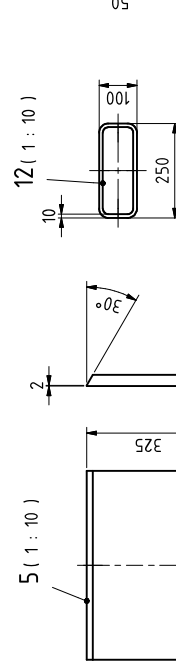
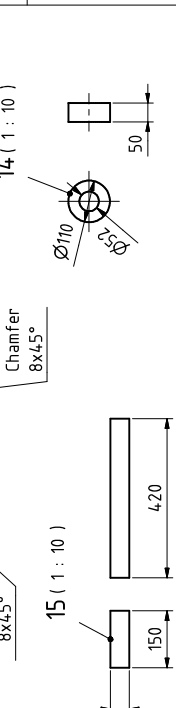
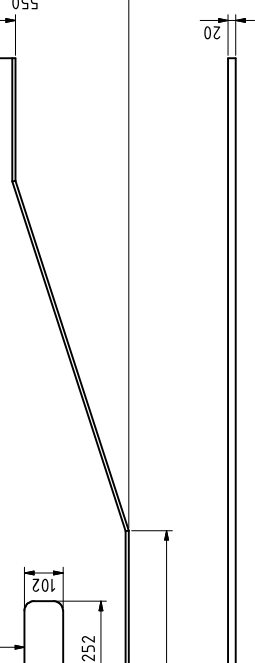
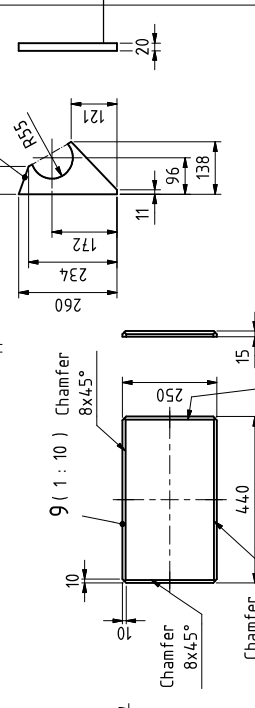
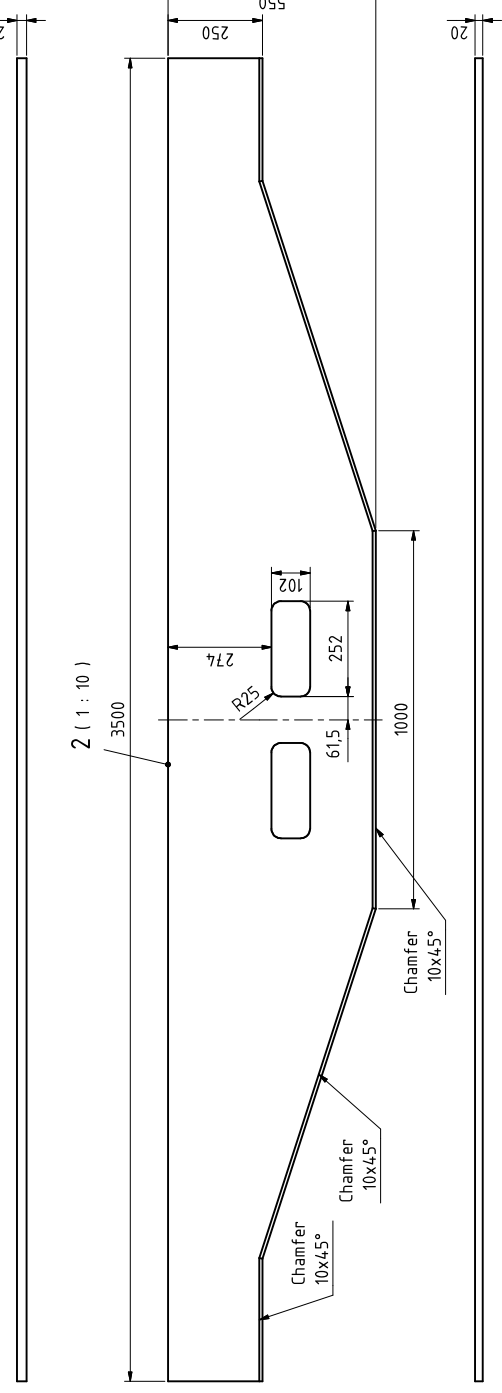
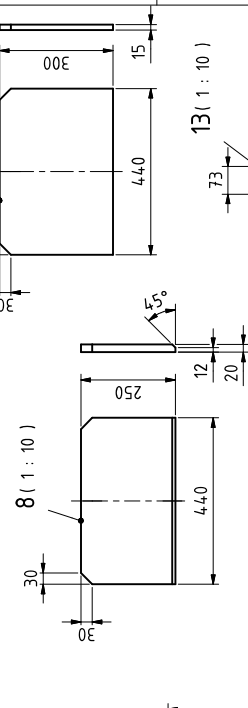
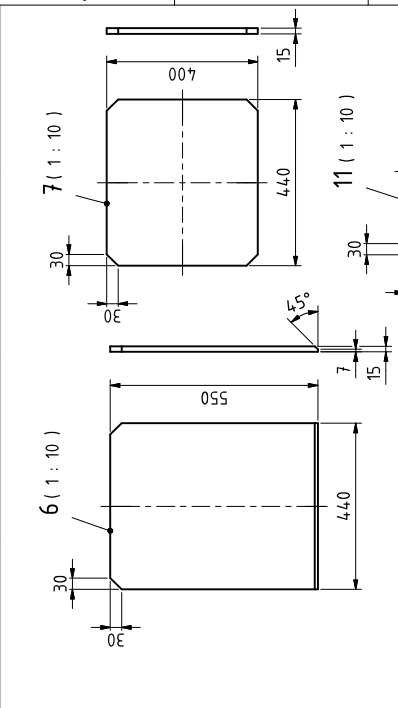
EXAMINED

This plan has been examined and given the status as shown in the Design Approval Register (DAR) of Lloyd's Register.

HTS / LAP 9795-17 Issue 0 Initials: TF

Date: 13 September 2017

Marine and Offshore
Hamburg Technical Support Office
Lifting Appliances
Lloyd's Register EMEA



Remarks:

- all plates and parts with yield-strength = 355N/mm² and tensile-strength = 510N/mm²
- all parts with APZ 3.1 or similar
- all seams welded waterproof
- air pressure test with max 1.0 bar for watertightness

Diese Zeichnung ist urheberrechtlich geschützt. Sie darf ohne ausdrückliche Zustimmung der Ingenieurechnik und Maschinenbau GmbH Postock, weder vervielfältigt noch in irgendeiner Weise verwendet oder Dritten mitgeteilt bzw. weitergegeben werden.

CAD-Zeichnung
Manuelles Ändern nicht gestattet!

Allementoleranzen
Maße-Kurz-Tabular, DIN ISO 2768-m
Schneidtoleranzen nach DIN EN ISO 1302
Zielerreichung: 0,1 bis 0,025
Skala: 1:10
Stand: 03.03.2017
Kontroll: 03.03.2017
Gezeichnet: IMG

Material: 1:10 Ausführungsklasse: Gewicht: 1552,2 kg

Keel Beam
Kielträger
K9147
311-705
ZG
01

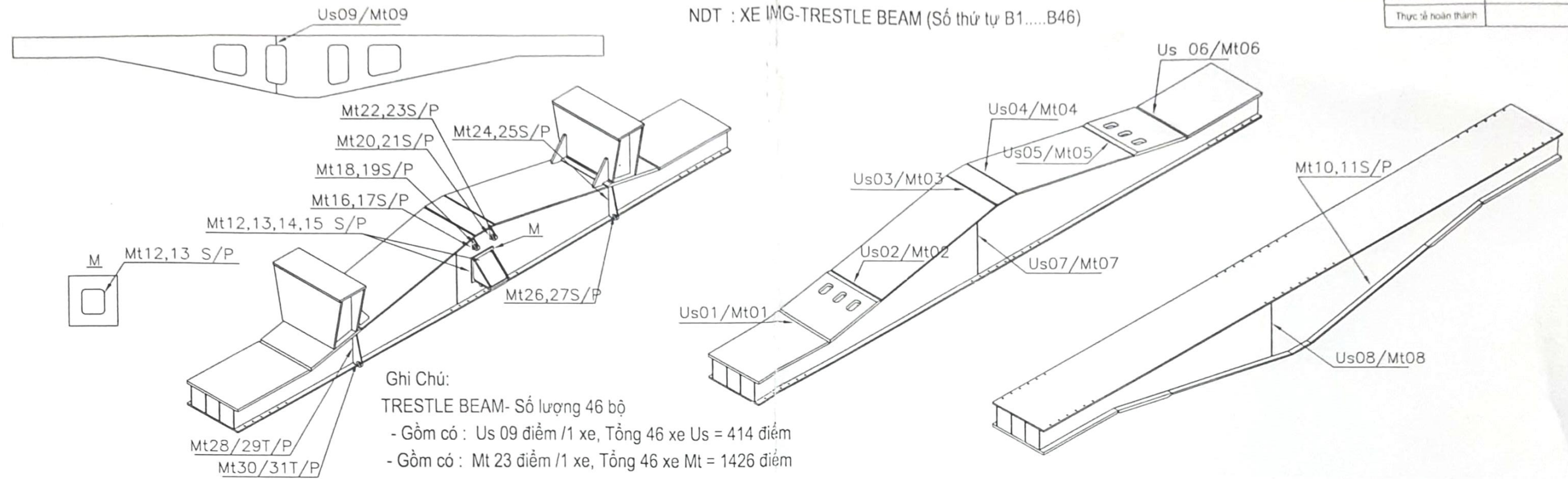
Format: A2

Copyright:

All documents, lists and drawings of this offer are property of IMG for with we reserve all rights. It is not allowed to reproduce this document or to make it available for any other party without prior permission in writing.

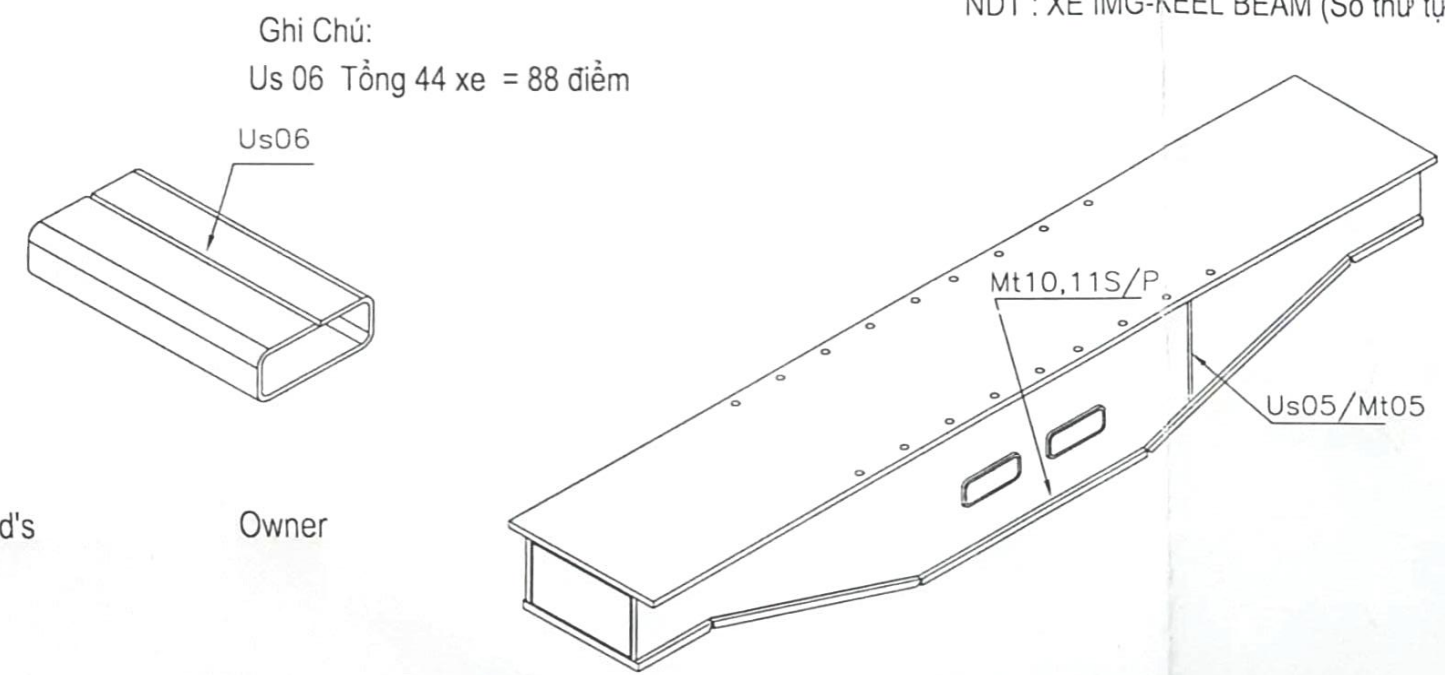
Dự kiến hoàn thành	
Thực tế hoàn thành	

NDT : XE IMG-TRESTLE BEAM (Số thứ tự B1.....B46)

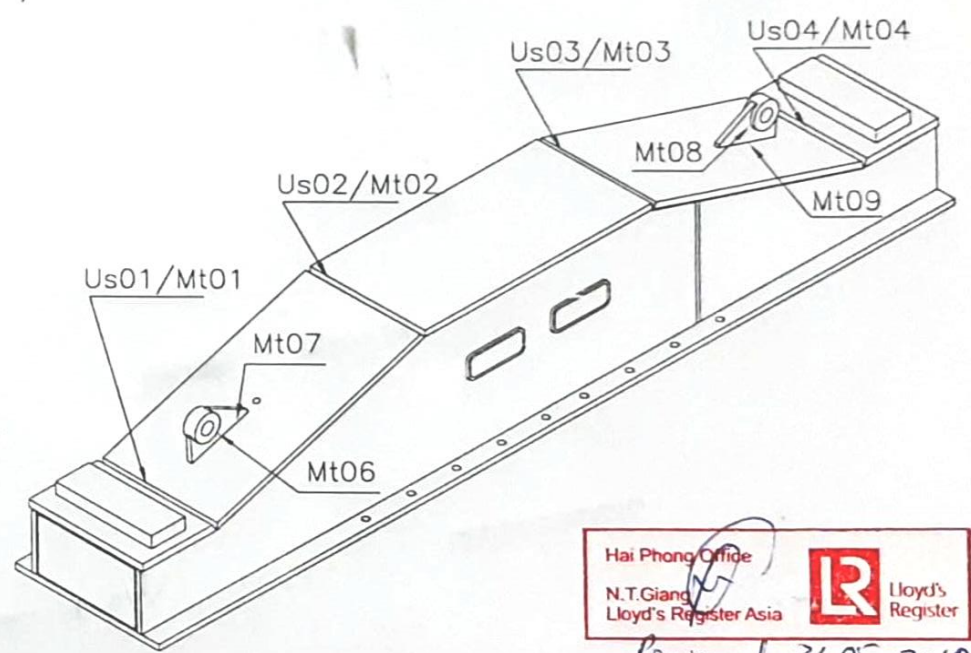


Ghi Chú:
 TRESTLE BEAM- Số lượng 46 bộ
 - Gồm có : Us 09 điểm /1 xe, Tổng 46 xe Us = 414 điểm
 - Gồm có : Mt 23 điểm /1 xe, Tổng 46 xe Mt = 1426 điểm

NDT : XE IMG-KEEL BEAM (Số thứ tự A1....A44)



Ghi Chú:
 Us 06 Tổng 44 xe = 88 điểm



Hai Phong Office
 N.T.Giang
 Lloyd's Register Asia

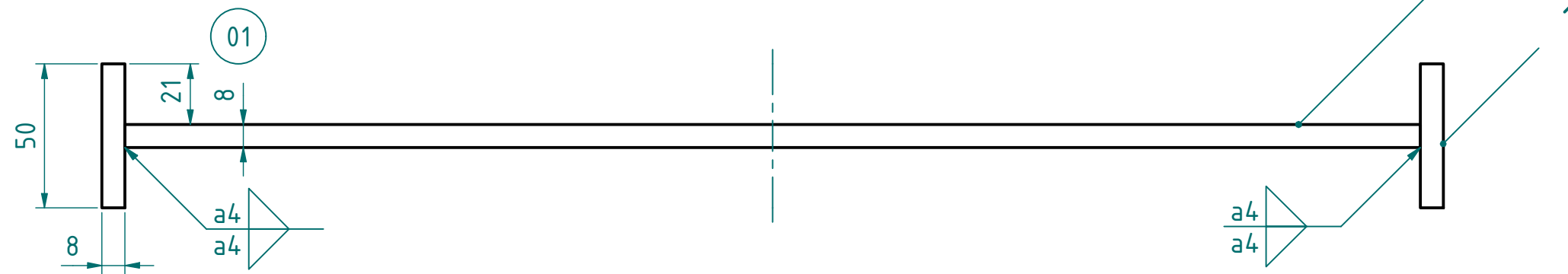
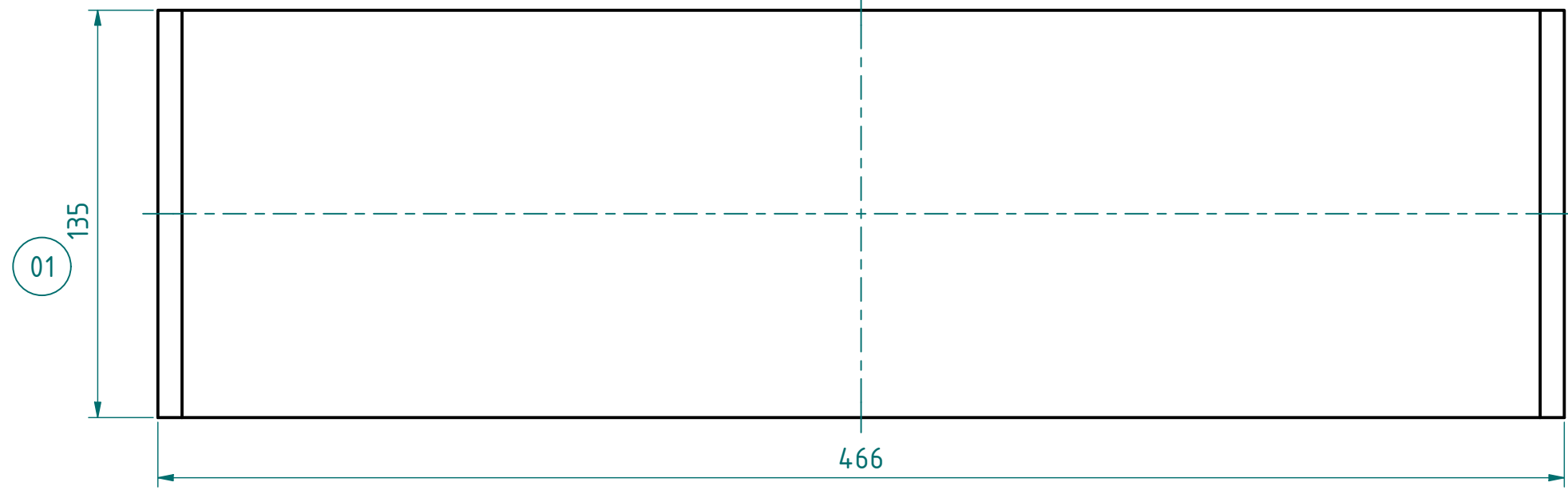


Reviewed. 21.05.2018

Đ.K Lloyd's Owner

Ghi Chú:
 KEEL BEAM - Số lượng 44 bộ
 - Gồm có : Us 05 điểm /1 xe, Tổng 44 xe Us = 194 điểm (tổng có 18 điểm Us 05)
 Mt14 điểm/ 1 xe, Tổng 46 xe Mt = 458 điểm (tổng có 18 điểm Mt 05)

XE IMG		Họ tên	Chữ ký	Ngày
NDT PLAN	Số lượng:	Triết kế		
		Vẽ	Đào Thanh Khương	5/2018
	Khối lượng:	Soát	Đào Thanh Khương	
		Kiểm tra	Lê Quang Hợp	5/18
Tỷ lệ: 1 - 100 CÔNG TY 189 TỔNG CỤC CÔNG NGHIỆP QUỐC PHÒNG	Tờ số: 01	XE IMG		
Số tờ: 01				



Bauvorschrift (BV) - Certification for welding acc.: EN 1090-2	
Verfahren nach - process acc. DIN EN ISO 4063: 135 (MAG)	erforderliche Prüfbescheinigungen nach IMG Standard, ggf. siehe Stückliste - required material certification acc. IMG standard, if necessary see part list
Grundwerkstoff - base metal: Bleche - plates: Profile - profiles: Rohre - pipes: S235 JR	Bewertungsgruppe nach - allowance category acc. DIN EN ISO 5817: C
Zusatzwerkstoff - filler metal: G4Si1 DIN EN ISO 14341 M23 DIN EN ISO 14175	Wärmebehandlung - heat treatment: keine - none
	weitere Angaben - further details: a3
Kappel	
Konstrukteur - design engineer: _____ geprüft durch - approved by: _____	
Schweißnahtprüfungen - weld inspection: <input checked="" type="checkbox"/> Sicht Prüfung - visual inspection 100%	<input checked="" type="checkbox"/> Maß Prüfung - measure inspection <input type="checkbox"/> zerstörungsfreie Prüfung - non-destructive inspection

Diese Zeichnung ist urheberrechtlich geschützt. Sie darf ohne ausdrückliche Zustimmung der Ingenieurtechnik und Maschinenbau GmbH Rostock, weder vervielfältigt noch in irgendeiner Weise verwertet oder Dritten mitgeteilt bzw. weitergegeben werden.

CAD-Zeichnung Manuelles Ändern nicht gestattet		Allgemeintoleranzen -Masch-Bau/Stahlbau n. DIN ISO 2768-mK -Schweißkonstruktion nach DIN EN ISO 13920-BE -geometrische Toleranzen nach DIN EN 1090-2	Maßstab 1 : 2	Ausführungs-klasse: EXC 1	Gewicht 5 kg
		Datum	Name		
		Bearb.	13.10.2023	KEIL	
		Gepr.	13.10.2023	KEIL	
		Konst.	17.07.2023	KAPP / KEIL	
			Sicherung Kielträger		
			SECURING KEEL BEAM		
			Zng.-Nr. 341-537	ZG	Blatt 01
			ERP-Nr. 5002-525		
01	Abmaße geändert	13.10.23	Keil		
AZ	Mitteilung	Datum	Name	Dateiname: Z68663.idw	Format: A3





**TURNKEY FABRICATION, TESTING AND SUPPLY
OF 92 NOS. TRESTLES AND 88 NOS. KEEL BEAMS
FOR ISRF PROJECT**

TENDER NO: INFRA/ISRF/279/2024

VOLUME V

Financial Part

COCHIN SHIPYARD LTD

COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024



Contentsof Tender Documents

- Volume I Instructions to Bidders
- Volume II General Conditions of Contract
- Volume III Special Terms & Conditions
- Volume IV Technical Specification
- Volume V Financial Part**
- Volume VI Standard Forms



VolumeVI– FINANCIAL PART

Clause	Description	Page no.
1	GENERAL	4
2	DESCRIPTION & QUANTITIES	4
3	RATES AND PRICES	4
4	TENDER PRICES	5



FINANCIAL PART

PREAMBLE TO SCHEDULE OF PRICES

1. GENERAL

- 1.1 The bidder shall read and imbibe the Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Special Terms & Conditions, Technical Specification, Financial Part, Drawings and Standard Forms in detail and full. Any clarification required shall be brought into the notice of CSL and get clarified duly or during pre-bid meeting prior to the submission of bid. Bidder should understand the scope and schedule explicitly and has to submit the bid complying with the same. Bidders shall take notice that they should understand the technical specification & drawings comprehensively and any item /work required for the successful completion of work shall be incorporated and considered in the offer and shall correlate the description in various heads in order to ensure the reasonable consideration. Schedule of Prices shall be read in conjunction with the aforesaid details and as per the volumes as listed above.
- 1.2 The Bidder shall quote for all items of the Works to be executed on Turnkey basis and the prices shall be quoted for the complete scope of Work as described or implied from these Tender Document.
- 1.3 The Bidder is expected to acquaint himself with the site conditions, labour situation, wage and benefits applicable to labourers, working hours 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. Settling any dispute with the labour / union labour will be contractor's responsibility. Any extra claim on this account will not be entertained.
- 1.4 Contract will be issued to the bidder, quoting the lowest cumulative price for the total supply of trestles and keel beams.

2. DESCRIPTION & QUANTITIES

- 2.1 Price given in the Schedule of Prices shall be for the entire scope of supply (trestles – 88 nos., keel beams – 92 nos. & keel beam locks – 176 nos.) as detailed in the Technical Specification, Drawings or elsewhere in the Tender Document. The general directions and descriptions of work and materials are neither necessarily repeated nor summarized in the Schedule of Prices and do not generally give a full description of the trestles and keel beams to be supplied and the services to be performed.
- 2.2 The sizes & dimensions mentioned and/or specified in the various technical descriptions and specifications including drawings are final. CSL does not intend to make any deviation from the existing drawings.

3. RATES AND PRICES

- 3.1 Except as otherwise expressly provided under the Conditions of Contract, the unit rate



entered in the Schedule of Prices for trestles & keel beams will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Works, the provision of services including his overheads, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under this tender.

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

4. TENDER PRICES

4.1 Break-up of Tender Prices

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

a) Shipping & Insurance:



(i) Shipping (as applicable)

The Bidder shall include prices for shipping from port of shipment to India, Erection Equipment, Spare Parts, Workshop Equipment and other materials to be imported in India for the Contract. Such prices shall include all marine transportation costs including ocean freight, heavy lift charges, fees, unloading charges and other charges, etc.

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

(ii) Insurance

The Bidder shall include prices for insurance cover of the trestles & keel beams from ex-factory/ex-works to ISRF site (warehouse to warehouse). Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing transportation within site and till supply of trestles and keel beams.

b) Price for Supply of Goods:

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

c) Local Transport:

Transportation by road/rail/air/sea including inland transportation of trestles & keel beams shall be the Contractor's responsibility.

All charges occurring therefrom including all taxes and duties shall be borne by the Contractor. Port clearance charges, Towing charges Incidental expenses during transportation, Unloading at CSL- ISRF site, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility and cost.

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

d) Third Party Inspection:

The Tenderer shall quote prices for engaging M/s Lloyd's Register as the Third Party Inspection Agency (TPIA) for ensuring compliance with the technical specification during various stages such as material procurement, fabrication, assembly, testing & supply until incoming inspection is completed.

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



**TURNKEY FABRICATION, TESTING AND SUPPLY
OF 92 NOS. TRESTLES AND 88 NOS. KEEL BEAMS
FOR ISRF PROJECT**

TENDER NO: INFRA/ISRF/279/2024

VOLUME VI

Standard Forms

COCHIN SHIPYARD LTD

COCHIN – 682 015

Phone: +91-484-2501825, 2501268

Fax: +91-484-2370897

June 2024



Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project

Contents of Tender Documents

- Volume I Instructions to Bidders
- Volume II General Conditions of Contract
- Volume III Special Terms & Conditions
- Volume IV Technical Specification
- Volume V Financial Part
- Volume VI Standard Forms**



VolumeVI– STANDRAD FORMS

Annexure	Description	Page no.
Annexure-1	CHECKLIST	4
Annexure-2	APPLICATION LETTER	6
Annexure-3	POWER OFATTORNEY	7
Annexure-4	FINANCIAL DETAILS OF BIDDER	8
Annexure-5	STRUCTURE AND ORGANIZATION	9
Annexure-6	RESOURCES: BIDDER'S EQUIPMENT AND FACILITIES	10
Annexure-7	DETAILS OF COMPLETED SIMILAR WORKS DURING THE LAST SEVEN YEARS ENDING 31 st MARCH, 2024	11
Annexure-8	CURRENT COMMITMENTS OF BIDDER	12
Annexure-9	LIST OF KEY PERSONNEL FOR THE EXECUTION OF WORK	13
Annexure-10	SOLVENCY CERTIFICATE	14
Annexure-11	PROFORMA OF PRE CONTRACT INTEGRITY PACT	15
Annexure-12	PRE-BID QUESTIONNAIRE	24
Annexure-13	SCHEDULE OF PRICES	25
Annexure-14	FORMAT OF CONTRACT AGREEMENT	26
Annexure-15	FORM OF BANK GUARANTEE TOWARDS EMD	28
Annexure-16	BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT / PERFORMANCE GUARANTEE	30
Annexure-17	FORMAT FOR REFERRING CASES TO GRIEVANCE REDRESSAL COMMITTEE	32
Annexure-18	DETAILED WORK PROGRAMME SCHEDULE	33



STANDARD FORMS

Annexure 1

Tender No: **INFRA/ISRF/279/2024**

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 duly filled Checklist as per Annexure-1		
2	Submitted covering letter listing all the documents accompanying the bid		
3	Submitted cost of the Bid Document in the form in DD / Banker's Cheque / NEFT mode		
4	Submitted EMD for an amount of Rs. 70 lakhs in DD/NEFT /BG mode		
5	Submitted Application letter as per Annexure-2		
6	Submitted duly filled Power of attorney (Annexure-3)in favour of signatory of bid documents		
7	Submitted supporting documents as mentioned at sub-clause no. 3.2 (ii) / (iii) of Volume-I (ITB)		
8	Attestation by authorized representative of bidder in all pages of offer		
9	Submitted duly filled format 'Financial details' as per Annexure-4		
10	Submitted notarized copy of audited Balance sheet and Profit & Loss account for the preceding 3 years.		
11	Submitted duly filled proforma 'Structure and Organisation' as per Annexure-5		
12	Submitted duly filled proforma 'Bidder's Equipment and Facilities' as per Annexure-6		
13	Submitted duly filled proforma 'Details of completed similar works during the last 7 years as per Annexure-7		



14	Submitted notarized copy of satisfactory documentary evidence in support of 'Technical Experience' as mentioned at sub-clause no. 9.3 (e) of NIT		
15	Submitted duly filled proforma 'Current commitments of the Bidder' as per Annexure-8		
16	Submitted duly filled proforma 'List of Key Personnel for the Execution of Work' as per Annexure-9		
17	Submitted fresh solvency certificate issued by Bidder's banker for an amount of Rs.10.6 crores as per Annexure-10		
18	Submitted duly filled pre-contract Integrity Pact as per Annexure-11		
19	Submitted <u>un-priced</u> 'Schedule of Prices' as per Annexure-13 in the techno-commercial bid		
20	Submitted 'Work programme Schedule' as per Annexure-18		
21	Submitted Volume-III 'Special Terms & Conditions' duly filled indicating Bidder's compliance		
22	Submitted techno-commercial offer & Financial bid in separate closed envelopes. These two covers then shall be put in another cover and submitted as mentioned at sub-clause 5.3 of volume-I (Instructions to Bidders)		
23	Submitted PAN, GST , EPF, ESI details		
24	Submitted tender document including addendum / corrigendum, if any duly signed & sealed on all pages as token of acceptance of the tender terms & conditions in all respects.		



APPLICATION LETTER
(On Applicant's letter head)

(Date and Reference)

To
Deputy General Manager (Infra Projects)
Infra Projects Dept
Cochin Shipyard Limited
Perumanoor P O
Kochi682015

Subject: TENDER FOR TURNKEY FABRICATION, TESTING AND SUPPLY OF 92 NOS. TRESTLES AND 88 NOS. KEEL BEAMS FOR ISRF PROJECT

Ref: Tender No. TENDER NO: INFRA/ISRF/279/2024dated 13 June 2024

Dear Sir,

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

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

Thanking you,

Yours faithfully,

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

Place:
Date:

(Company Seal)



POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

To

Deputy General Manager (Infra Projects)

Infra Projects Department

Cochin Shipyard Limited

Perumanoor PO

Kochi 682015

Subject: Power of Attorney

Dear Sir,

We do here by confirm that Mr./Ms./Messrs _____
(Name and Address) and whose signature is attested below is / are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender No. INFRA/ISRF/279/2024 dated

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

(Attested signature of Mr. _____)

Yours faithfully,

Signature:

Name & Designation:

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



Annexure 4

FINANCIAL DETAILS OF BIDDER

Sl. No.	Financial Year	Annual Turnover	Net worth	Profit After Tax(PAT)
1	2023-24			
2	2022-23			
3	2021-22			

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

Certificate from the Chartered Accountant:

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

Name of Authorized Signatory representing the Audit Firm:

Designation:

Name of firm: (Chartered Accountant)

(Signature of the Authorized Signatory)

Seal of the Audit firm



STRUCTURE AND ORGANIZATION

1. Name of Applicant:

Address:

Phone:

Fax:

Email:

Contact Details of Authorized representative:

Registered office address:

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

3. Legal Status:

4. Date of Establishment:

5. Number of years of experience:

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

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

Signature:

Name:

Designation:

(Company Seal)



RESOURCES: BIDDER'S EQUIPMENT AND FACILITIES

Name of Firm:

On the basis of the information provided in the tender document, please indicate the details of the following(photos to be enclosed):

- a) Covered space available for fabrication:
- b) Material handling facility:
- c) Equipment and facilities:
- d) Plate cutting facility:
- e) Fabrication facilities.
- f) Testing facilities:
- g) Any other relevant aspects.

Signature:

Name:

Designation:

(Company Seal)



Annexure 7

DETAILS OF COMPLETED SIMILAR WORKS DURING THE LAST SEVEN YEARS ENDING 31stMARCH, 2024

Name of Firm:

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

Signature:

Name & Designation:

Company seal:

Date:

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



CURRENT COMMITMENTS OF BIDDER

SI No.	Name of work	Total contract value	Scheduled date of completion	Percentage completion as on date	Expected date of completion

Signature:

Name & Designation:

Company seal:

Date:



Annexure 9

LIST OF KEY PERSONNEL FOR THE EXECUTION OF WORK

Sl. No.	Name	Designation	Qualification	Experience

Signature:

Name & Designation:

Company Seal:

Date:



Tender No: **INFRA/ISRF/279/2024**

SOLVENCY CERTIFICATE

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

NAME OF WORK: "TENDER FOR TURNKEY FABRICATION, TESTING AND SUPPLY OF 92 NOS. TRESTLES AND 88 NOS. KEEL BEAMS FOR ISRF PROJECT"

This is to state that to the best of our Knowledge and information that,.....(Name of the company) having registered office address..... is customer of bank and has been maintaining his accounts with our branch since As per records available with the bank, (Name of the company) can be treated as solvent up to a limit of Rs. 10.6 crores.

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

Signature:

Name & Designation of the officer:

Bank seal:

Date:

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



PROFORMA OF PRE CONTRACT INTEGRITY PACT

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

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the PRINCIPAL

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



or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or 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-contractor 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 or any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.



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



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

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

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

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

- (i) Bank Draft of Pay Order in favor of CSL.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

- 5.2** The Earnest Money if applicable/Security Deposit shall be valid 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 may be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

7. Fall Clause

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



8. Independent Monitor

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

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the



documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10. Law and Place of Jurisdiction

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

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

11. Other Legal Actions

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

12. Validity

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

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

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

PRINCIPAL

Name of the Officer

Designation

Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....

Witness

1.....



Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project

2.....

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.



PRE-BID QUESTIONNAIRE

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

Signature:

Name:

Designation:

Company:

(Company Seal)



Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project

Annexure 13

SCHEDULE OF PRICES

TENDER No.INFRA/ISRF/279/2024dated 13 June 2024

Sl. No.	Description	Quantity	Unit	Unit rate (INR)	Unit rate in words (INR)	Total Amount in figures (INR)	Total amount in words (INR)
1	Turnkey fabrication, testing and supply of trestle as per technical specification, drawings, instructions from CSL and certification by TPIA	92	Nos.				
2	Turnkey fabrication, testing and supply of keel beam as per technical specification, drawings, instructions from CSL and certification by TPIA	88	Nos.				
SUB TOTAL							
ADD GST @ 18%							
GRAND TOTAL							

Note:

- 1) No change in the bid format is acceptable.
- 2) Price of keel beam locks is deemed to be included in the price of trestles & keel beams. Hence separate payment is not applicable for keel beam locks.
- 2) In case of discrepancy exists between the “numerical value” and the rate “in words”, the rate “in words” shall be taken as correct and the total amount adjusted accordingly.
- 3) In case of calculation mistake, the unit rate in words shall be taken as correct and remaining tabulation will be modified accordingly.

Signature & Address of the contractor:

Seal:

Date:



FORMAT OF CONTRACT AGREEMENT

(On Kerala state stamp paper of suitable value)

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. “Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project, COCHIN” and had accepted the tender by the Contractor for the construction, completion & guarantee of such work, NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words & expression shall have the same meaning as respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form part and be read and construed as part of this agreement viz.
 - a) CSL letter of Acceptance
 - b) All letters from contractor
 - c) All letters by CSL.
 - d) Offer submitted by Contractor
 - e) Tender Enquiry by CSL.
3. In consideration of the payment to be made by the Deputy General Manager (Infra projects) to _____ (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 here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hand & seals) the day and year first above written.
6. The common seal of the Deputy General Manager (Infra projects), Cochin Shipyard Limited, Kochi-15 affixed and Deputy General Manager (Infra projects) has signed.



Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project

For Cochin Shipyard Limited,

Signed & Sealed by Contractor: -

In the presence of:-

1.

2.



TENDER No. INFRA/ISRF/279/2024dated 13 June 2024

FORM OF BANK GUARANTEE TOWARDS EMD

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

This deed of GURANTEE made onday ofTwo thousand twenty two..... Between CSL on the one part and

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

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

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

(Rs.....only)

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

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



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

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

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

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

Place:

Date:

Witnesses: 1.

2.



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

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

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

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

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

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

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

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

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

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



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

Notwithstanding anything contained herein:

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

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

Yours truly,

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

Name of Bank:.....

Address:

Date:.....

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



FORMAT FOR REFERRING CASES TO GRIEVANCE REDRESSAL COMMITTEE

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



Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project

Annexure 18

DETAILED WORK PROGRAMME SCHEDULE

TENDER No. INFRA/ISRF/279/2024 dated 13 June 2024

Bidder shall furnish a detailed schedule for carrying out of the Turnkey fabrication, testing and supply of 92 nos. trestles and 88 nos. keel beams for ISRF project showing sequence of operation and the time frame as per clause no. 12 titled 'Completion Period' mentioned at Vol-II GCC

Signature:

Name & Designation:

Company Seal:

Date: