

ANNEXURE I

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

To
Assistant General Manager (Civil),
Cochin Shipyard Ltd,
Cochin 6820015.
Kerala, India.

Dear Sir,

We _____

_____do hereby confirm that
Mr./Ms./Messrs _____(Name and Address) is /are
authorized to represent us to bid, negotiate and conclude the agreement on our
behalf with you against Tender No. _____

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

Yours faithfully,

Signature:

Name & Designation:

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

ANNEXURE II

DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR SIMILAR WORKS

SI NO:	Name & Location of Project	Owner's Complete address including Telex Fax No. with contact Person	Value of Contract	Duration of Contract			Details of work including major items of work involved	Reference No. & Date of letter of intent & completion certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9

Note: Bidder to enclose work order and completion certificate issued by the owner, duly certified by a Gazetted officer or equivalent certifying authority.

SIGNATURE OF TENDERER

ANNEXURE III

FORMAT OF FINANCIAL CAPABILITY CERTIFICATE

Certified that to the best of our knowledge and information....., a customer of our bank, is respectable and can be treated as capable for executing the work upto a limit of Rs. (Rs.....).

It is clarified that this certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature

Manager, Bank

Note: This certificate may be issued on the letter head of the bank and addressed to the Assistant General Manager (Civil), Cochin Shipyard Ltd

ANNEXURE IV

LIST OF KEY PERSONNEL FOR THE EXECUTION OF WORK

SI NO	Name	Designation	Qualification	Experience

The data on their experiences should be supplied in separate sheets using performa in annexure V for each candidate

CANDIDATE SUMMARY

Name of Applicant	
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Position		Candidate	
		Prime <input type="checkbox"/>	Alternate <input type="checkbox"/>
Candidate Information	Name of Candidate		
	Date of Birth		
	Professional Qualifications		
Present Employment	Name of Employer		
	Address of Employer		
	Contact Officer		
	Telephone & Fax No.		
	Job Title of Candidate		
	Years with present Employer		

Summarise Professional Experience over the last 20 years, in reverse chronological order. Indicate particulars of technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant Technical and Managerial Experience

Signature of Tenderer

LIST OF PLANT, EQUIPMENTS/MACHINERIES, SURVEY EQUIPMENT,
TESTING APPARATUS TO BE USED IN THE WORK

Type	Make	Year of Manufacture	Capacity	Owner

PROFORMA FOR INTEGRITY PACT

(On stamp paper of value Rs.100/-)

INTEGRITY PACT

Between

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

And

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

Preamble

The principal intends to award, under laid-down organizational procedures, contract for “Extension of Quay 3 - Construction of Quay wall, crane track and allied works”. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder/s and/or Contractor/s.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.

Principal

Contractor

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

Section 2 – Commitments of the Bidder / Contractor

- 2.1 The Bidder / Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- 2.1.2 The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- 2.1.3 The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Principal

Contractor

- 3.1.1 If the Bidder / Contractor has committed a serious transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 3.1.2 If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 3.1.3 A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the Tender Irregularity approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

Section 8 – Independent Monitor

- 8.1 The Principal appoints CVO / VO as independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 8.3 The Monitor has the right of access to all Project documentation of the Principal. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- 8.4 The Principal will provide to the Monitor on his request, sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Principal

Contractor

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

Section 9 – Pact Duration

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

Section 10 – Other Provisions

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

Principal

Contractor

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(On stamp paper of value Rs.100/-)

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee Cover From.....
Last Date of Lodgment of Claim.....

1. In consideration of the Cochin Shipyard Limited (hereinafter called CSL) having agreed to exempt.....(hereinafter called "The said Contractor(s)") from the demand, under the terms and condition of an Agreement between CSL andfor the execution of the work ofas per work order No.....dated.... (hereinafter called "the said agreement") of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs(Rupees.....only) We.....(Name of Bank) (hereinafter referred to as "the Bank) at the request of.....contractor(s) do hereby undertake to pay to CSL an amount not exceeding Rs(Rupeesonly) on demand.

2. We (name of bank)....., do hereby unconditionally and irrevocably undertake to pay the Employer to the extent of Rs...../(Rs..... Only) without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or suffered by the Employer by reason of breach by the Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the (name of bank)..... shall be conclusive as regards to the amount due payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../(Rs..... Only)
3. Our liability under this present guarantee is absolute and unequivocal and we undertake to pay the Employer the amount so demanded without seeking the consent of the Contractor and not withstanding the raising any dispute and/or disputes or filling any suit or proceeding before any court or tribunal Authority. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor shall have no claim against us for making such payment.
4. Notwithstanding anything to the contrary, Employer's decision as to whether the Contractor has made any default or defaults and the amounts to which Employer is

entitled by reason therefore shall be binding on us and we shall not be entitled to ask the Employer to establish the claims under the guarantee but will pay the same on demand without objection.

5. We, (name of bank),....., further agree that the guarantee herein contained shall remain in full force and effect during the periods that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.
6. This guarantee shall not be recoverable by us except with the written consent of the Employer and shall continue to be enforceable till should it be necessary to extend this guarantee beyond the said date. we undertake to extend the validity of this guarantee for such further period as may be required by the Employer, subject to the Employer giving in writing to Contractor the request for extension, and such extension shall be given before the expiry of the forthwith become payable to the Employer, notwithstanding that the contract is continuing and/or the Employer has or has not terminated the contract or preferred any claim against the Contractor.
7. We (name of bank)...., further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of guarantee by the said Contractor from time to time or to postpone for any time or from time to time exercise any of the powers exercisable by the Employer against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or any indulgence which under the law relating to sureties, would but for this provision, have effect of so relieving us.
8. This guarantee shall not in anyway be affected due to change in our constitution or by your taking or varying or giving up any securities from the Contractor or any other person, firm or Employer on its behalf or by change in the constitution, winding up, dissolution, insolvency or death as the case may be of the contractor.
9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we here by expressly waive all our right of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.
10. We, (name of bank)....,..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

11. Notwithstanding anything contained herein above:

- a. Our Liability under this guarantee shall not exceed Rs...../-
(Rs..... Only).
- b. This Bank Guarantee shall be valid up to and including and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this Guarantee.

Dated theday of.....

SIGNATURE AND SEAL OF BANK

FULL ADDRESS OF THE BANK

PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

(To be submitted on Stamp Paper of Rs.100/-)

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee Cover From.....
Last Date of Lodgment of Claim.....

1. In consideration of Cochin Shipyard Limited (hereinafter called “CSL”) which expression shall include all their successors and assignees having agreed to pay Mobilisation advance of Rs. (Rupeesonly) repayable with interest 10% per annum to (Name & Address of contractor) (hereinafter called the “CONTRACTOR”) which expression shall include their successors and assignees for the contract for the work ofName of work) evidenced by the offer of the contract No: datedand accepted by CSL and the formal stamped agreement to be entered into between parties in the above, the said amount and interest being recoverable from the running bills of the contractor on pro-rata basis as per terms of agreement, we (Name of Bank) having our Head office at(hereinafter referred to as “the Bank”) do hereby undertake to pay an amount of Rs.....(Rupeesonly) with interest against any loss or damage caused to or would be caused to or suffered by CSL by reason of any breach by the said contractor of any of the terms or conditions contained ins the said agreement, making it impossible or difficult to recover the said mobilization advance of Rs.....(Rupeesonly) or part thereof or interest thereon.
2. We (*name of bank*)..., do here by unconditionally and irrevocably undertake to pay the Awarder to the extent of Rs.....(Rs..... Only) without any demur merely on a demand from the Awarder stating that the amount claimed is due by way of loss or damage caused to or suffered by the Awarder by reason of breach by the Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the (*name of bank*)... shall be conclusive as regards to the amount due payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs..... Only)
3. Our liability under this present guarantee is absolute and unequivocal and we undertake to pay the Awarder the amount so demanded without seeking the consent of the Contractor and not withstanding the raising any dispute and/or disputes or filing any suit or proceeding before any court or tribunal Authority.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor shall have no claim against us for making such payment.

4. Notwithstanding anything to the contrary, decision of CSL (Awarder) as to whether the Contractor has made any default or defaults and the amounts to which CSL is entitled to ask the Contractor to establish the claims under the guarantee but will pay the same on demand without objection.
5. We, (*name of bank*)..., further agree that the guarantee herein contained shall remain in full force and effect during the periods that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Awarder under or by virtue of the said contract have been fully paid and its claims satisfied or discharged and till the Awarder certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.
6. This guarantee shall not be recoverable by us except with the written consent of the Awarder and shall continue to be enforceable till should it be necessary to extend this guarantee beyond the said date, we undertake to extend the validity of this guarantee beyond the said date, for such further period as may be required by the Awarder, subject to the Awarder giving in writing to Contractor the request for extension, and such extension shall be before the expiry of the forthwith become payable to the Awarder, notwithstanding that the contract is continuing and/or the Awarder has or has not terminated the contract or preferred any claim against the Contractor.
7. We, (*name of bank*)..., further agree with the Awarder that the Awarder shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of guarantee by the said Contractor from time or to postpone for any time or from time to time exercise any of the powers exercisable by the CSL (Awarder) against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or any indulgence which under the law relating to sureties, would but for this provision, have effect of so relieving us.
8. This guarantee shall not in anyway be affected due to change in our constitution or by your taking or varying or given up any securities from the Contractor or any other person, firm or Awarder on its behalf or by change in the constitution, winding up, dissolution, insolvency or death as the case may be of the contractor.

9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we here by expressly waive all our right of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.

10. We, (*name of bank*)..., also undertake not to revoke this guarantee during its currency except with the previous consent of the CSL (Awardee) in writing.

11. Notwithstanding anything contained herein above:

- (i) Our Liability under this guarantee shall not exceed Rs...../- (Rs..... Only).
- (ii) This Bank Guarantee shall be valid up to and including and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this Guarantee.

Dated theday of.....

SIGNATURE AND SEAL OF BANK

FULL ADDRESS OF THE BANK

ANNEXURE X

LIST OF EQUIPMENT REQUIRED FOR SITE LABORATORY

1	Stainless steel rule, 0.30m length	1 No.
2	Steel tape, 3m length	1 No.
3	Scientific calculator	1 No.
4	Straight edge	1 No.
5	Flash light	1 No.
6	Thermometer, 0 to 100 degree C	1 No.
7	Set standard sieves, GI - 300mm ϕ (40mm, 25mm, 20mm, 16mm, 12.5mm, 10mm, 4.75mm)	1 Set
8	Set standard sieves, Brass - 200mm ϕ (4.75mm, 2.36mm, 1.18mm, 600 μ , 300 μ , 150 μ , 90 μ , 75 μ)	1 Set
9	Pycnometer, 1000 ml capacity with brass cone	1 No.
10	Slump test apparatus with tamping rod	1 No.
11	G I sheet, M S tray or baby mixer machine	1 No.
12	Wheel barrow, spade, mortar pan, trowel	1 Set
13	Cube testing machine 100T / 200T	1 No.
14	Vicat needle apparatus with dash pot	1 No.
15	Mortar cube vibrator	1 No.
16	Mortar cube moulds 7.07 x 7.07 x 7.07 cm	6 Nos. (min)
17	Concrete cube moulds 15 x 15 x 15 cm	12 Nos. (min)
18	10 Kg double pan balance	1 No.
19	Measuring cylinders, TPX or polypropylene 1000 ml, 250 ml & 100 ml capacity	2 Set
20	Bulk density container, 3 lit., 10 lit., 15 lit., or 20 lit.	1 No. Each
21	Standard sand grade I, II, III (TAMIN, Madras)	25 kg each
22	Hot plate or stove	1 No.
23	Pocket concrete penometer, 0 to 50 kg / sq.cm	1 No.
24	Apparatus to measure proctor optimum density	1 No.

ANNEXURE XI

**COCHIN SHIPYARD LIMITED
COCHIN - 682 015**

**FORM OF MEDICAL FITNESS CERTIFICATE FOR CONTRACTORS'
WORKERS**

(To be produced at the time of application for Access Control Card)
(Kindly issue this Certificate only if the person is found fit for the job according to the standards given below)

I / Dr(Name
& Designation) Posted
in.....(Name of

Hospital & Place) Certify that I
have carefully examined(Name
of Person) S/o / D/o Shriwhose
photograph attested by me is affixed herewith. As a result of his / her medical
examination and self declaration of the candidate, I certify that he / she has no
disease, mental or bodily infirmity making him / her unfit or likely to make him / her
unfit in the near future for active outdoor duty, as an Industrial Employee, with
reference to the standards prescribed below.

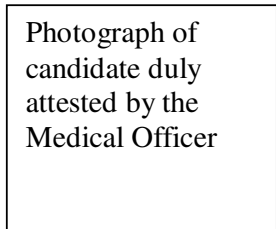
Marks of
Identification:.....

Hence the candidate is medically fit as per standards given below for engaging him /
her for any industrial job subject to other conditions of employment.

Signature of Candidate:

Signature of Medical Officer:

Seal of Designation & Hospital
Reg. No.
Dated :



Medical Fitness Standards

The candidates must subscribe to medical standard laid down below:

1. Height - Not less than 1.5 m for male candidate and not less than 1.4 m for female candidates.
2. Weight - Not less than 41 kg approx for male candidate and 37 kg approx for female candidates.
3. Chest Measurement - Not less than 69 cm with satisfactory limits of expansion and contraction (for male candidates only)
4. Heart & Lungs - No abnormality.
5. Hernia, Hydrocele, Piles, etc. - Presence of any of these will be a temporary disqualification to be rectified before engaging for

the job.

6. Vision - Normal, where defective, it must be corrected to 6/9 in the better eye and 6/12 in the worse eye. Eyes should be free from contigential and other diseases.

7. Hearing - Normal. Where defective, it must be corrected.

8. Speech - Normal.

9. Should be free of phobias and allergies, particularly altophobia (fear of height), anablephobia (fear of looking to heights), bathophobia (fear of depth), claustrophobia (fear of confined spaces), etc.

10. Mentally sound and normal.

11. Should be free of chronic illnesses like epilepsy, bronchial asthma, leukemia, diabetes, etc.

12. Should be free of orthopedic defects or illnesses.

13. Should be free from intemperate habits like alcoholism, smoking, drug abuse, etc.