

TENDER ENQUIRY

Dt. 20.11.2021

Tender Ref. No: MP1/STAGING MATERIALS/YARD/CMSRU.

Dear Sir,

Sealed Tenders in **Two Bid**, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in two separate covers as 'Part I Techno Commercial' & 'Part II Price' for PROCUREMENT OF STAGING MATERIALS at CMSRU.

- 1 The offers as above should reach the undersigned on or before the last date and time shown. Tenders should be addressed to "The General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, Mumbai-400001".
2. **Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before 15.00 hrs (IST) on 10 December 2021, if delivery of sealed offers cannot be ensured at CSL on the due date.**
3. The offer shall indicate payment terms and other terms and conditions.
4. Quotation should be valid for a period of 3 months.
5. Quotation can be submitted by email as a password protected document (price part only) to the following email address.
6. Total estimated amount for procuring scope of materials INR 9,40,000.00

loganathan.m@cochinshipyard.in,

niranjan.kumar@cochinshipyard.in,

rahul.n@cochinshipyard.in,

jayan.kt@cochinshipyard.in.

OR

In a sealed envelope addressed to "The General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, Mumbai-400001".

Last Date & Time of Receipt of Tender: 10 December 2021 at 15.00 Hrs IST.

Tender Opening date & time: 10 December 2021 at 15.30 Hrs IST.

NOTE: Amendment if any will be notified on CSL/Govt. Website. The bidders are requested to keep themselves informed of the development by visiting CSL website www.cochinshipyard.com and the CPP portal www.eprocure.gov.in regularly. Such amendments shall be binding upon them.

Enclosures: -

1. Special Instruction for Two Bid Systems
2. Scope of supply
3. Price bid format
4. Rules & Regulations
5. Specific Terms & conditions
6. General Terms & conditions
7. Compliance matrix
8. HSE Guidelines

Signed copy of following documents shall be submitted along with *unpriced Price bid format clearly indicating quoted/not quoted* against each item.

1. Scope of supply (Encl. 2)
2. Price bid format (Encl. 3)
3. Rules & Regulations (Encl. 4)
4. Specific Terms & conditions (Encl. 5)
5. General Terms & conditions (Encl. 6)
6. Compliance matrix (Encl. 7)
7. HSE Guidelines (Encl. 8)

Price bid duly signed and sealed by the authorized person need to be protected with password and shall be separately attached/enclosed in the mail. Offer submitted in single bid will not be considered.

In case of technical queries, please contact Shri. [Nidhin T A \(DM-CMSRU\)](#) (Mob No. [9037799550](#))

Yours faithfully,

General Manager (CMSRU)

COCHIN SHIPYARD LIMITED
MUMBAI-400001.
SPECIAL INSTRUCTION FOR TWO BID SYSTEMS

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate sealed covers super scribed in capital letters as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tenderer.

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:-

- I. Drawings & Technical Literature, if any
- II. Other conditions, if any
- III. Signed and stamped copy of TENDER TERMS AND CONDITIONS (Annexure 2)
- IV. Deviation list, if any
- V. Price bid without price clearly indicating quoted/ not quoted against each line item/ DL.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS:-

- a. Price against each work.
- b. Taxes & duties as applicable shall be indicated.

4. CSL reserves the right to alter, modify the scope of supply at their discretion and consistent to the contract from time to time.

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial Part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course.

6. The tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.
9. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
10. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.
11. Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
12. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
13. The bidder shall submit a signed & sealed copy of the tender document including the TENDER TERMS AND CONDITIONS (Annexure 2) along with their bid as token of acceptance of terms & Conditions.
14. An Integrity Pact as per CSL format is to be signed and submitted later (if necessary).
15. The quantity projected in the scope of work is estimated. There may be upward/downward variations in actual quantity.

General Manager (CMSRU)

SCOPE OF SUPPLY				
MP1/STAGING MATERIALS/YARD/CMSRU			ENCL.2	
SI No	Item	Description	UoM	Qty
1	40 NB, GI C Class PIPE	AS per IS 1239 , 40 NB Galvanised C Class Pipe are to be applied with one (1) coat of epoxy Red Oxide Primer and two (2) coats of epoxy anticorrosive Paint of Aluminum/ Orange colour from reputed manufacturers.	Meter	960
2	Galvanised Fixed Clamp/Coupler	As per IS 1239, Galvanised Fixed clamp/coupler mating to 40NB C Class pipe.	Nos	480
3	Galvanised Swivel Clamp/Coupler	As per IS 1239, Galvanised Swivel clamp/coupler mating to 40NB C Class pipe.	Nos	480
4	Galvanised Beam/Girder Clamp/Coupler	As per IS 1239, Galvanised Beam clamp/coupler mating to 40NB C Class pipe.	Nos	60
5	STAGING LADDER	Staging Ladder 3,000 mm long (25 NB 'B' Class GI Pipes) with 10 nos.rungs (20 NB 'B' Class GI pipes) and hooks as per sketh attached (Refer diagram 1) G.I. Staging Ladders are to be painted with Zinc Rich primer, one coat compatible epoxy primer and one coat of epoxy anticorrosive Grey/ Orange colour.	Nos	20

TERMS AND CONDITIONS

- The contractor shall quote in the price bid format only and submit along with signed copy of agreed terms and conditions.
- Offer Validity:** The offer should be valid for a minimum period of three months of date of submission of offer.
- Delivery Period:** 30 days from the date of confirmation/PO.
- Guarantee period:** Twelve months from the date of acceptance of CMSRU Officer in charge at site. Any defect that may arise during the guarantee period due to bad workmanship / faulty material used, the contractor shall have to attend the same or replace the material at his own Risk and Cost.
- Terms of Payment: 100% payment will be released within 30 days against delivery of the entire scope of material as per purchase order and acceptance of the material by Officer-in-charge at CMSRU and on furnishing bill in triplicate.
- Liquidate Damages: LD at the rate of 0.5 % of the contract value per week or part thereof subject to a maximum ceiling of 10 % of the contract value, will be deducted from the contractor's bill, in the event of failure of the contractor to complete the work within the stipulated completion period or by the expiry of any extension period granted by CSL.
- Firms shall mention their PAN No. and GSTIN No in the offer.
- All applicable taxes, duties, transportation and insurance etc. should be included in the rate quoted, unless specified otherwise.
- Dock entry permits for movement of man and material in dock shall be arranged by contractor. Necessary recommendations for the dock entry permit will be issued by CMSRU.
- Only best quality materials are to be used. The decision of the CSL officer-in-charge will be final and binding on the contractor as regard the quality and suitability of the material.
- This tender shall be issued on Two bid OTE basis and processed based on line item wise L1.
- Delivery terms : Door delivery at CSL Mumbai Ship Repair Unit.
- All necessary certificate to be provided by the vendor.

Delivery period

Seal & Signature of authorised person

PRICE BID							
MP1/STAGING MATERIALS/YARD/CMSRU				ENCL.3			
SI No	Item	Description	UoM	Qty	Unit Price	Total Amount (Unit price x Qty)	GST(%)
1	40 NB.GI C Class PIPE	AS per IS 1239. 40 NB Galvanised C Class Pipe are to be applied with one (1) coat of epoxy Red Oxide Primer and two (2) coats of epoxy anticorrosive Paint of Aluminum/ Orange colour from reputed manufacturers.	Meter	960	XX	XX	XX
2	Galvanised Fixed Clamp/Coupler	As per IS 1239, Galvanised Fixed clamp/coupler mating to 40NB C Class pipe.	Nos	480	XX	XX	XX
3	Galvanised Swivel Clamp/Coupler	As per IS 1239, Galvanised Swivel clamp/coupler mating to 40NB C Class pipe.	Nos	480	XX	XX	XX
4	Galvanised Beam/Girder Clamp/Coupler	As per IS 1239, Galvanised Beam clamp/coupler mating to 40NB C Class pipe.	Nos	60	XX	XX	XX
5	STAGING LADDER	Staging Ladder 3,000 mm long (25 NB 'B' Class GI Pipes) with 10 nos.rungs (20 NB 'B'Class GI pipes) and hooks as per sketh attached (Refer diagram 1) G.I. Staging Ladders are to be painted with Zinc Rich primer, one coat compatible epoxy primer and one coat of epoxy anticorrosive Grey/ Orange colour.	Nos	20	XX	XX	XX
TOTAL AMOUNT						XX	XX
TOTAL AMOUNT INCLUSIVE OF GST						XX	

Delivery period

Seal & Signature of authorised person

Rules for engaging contractor's workmen in CSL-MSRU

- I) The following labour statutory compliance measures should be followed by contractors working in CSL Mumbai Ship Repair Unit
 1. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under EPF.
 2. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under ESI.
 3. If the contractor is engaging less than 10 contract workmen and they are exempted under ESI/EPF, their workmen should be covered under Employee Compensation policy.
 4. The wage payment for workers should be disbursed through bank payment only and contractor have to submit monthly Chellan for ESI Remittance ,EPF Remittance and bank statement of wage disbursement along with their monthly bills.
 5. If the contractor is engaging 20 or above contract workmen, they should take the Labour Licence under Contract Labour Contract Act.
- II) The contractor is solely responsible for complying ESI & EPF rules for contract workmen engaged by them for the work.
- III) It is mandatory to submit police clearance from Mumbai Police station to issue gate entry pass. Hence all the workmen belong to other sates shall have to take police clearance from their respective home station to submit application form for obtaining police clearance from Mumbai Police Station.
- IV) No worker above 60 years shall be allowed to work in this contract.

MP1/STAGING MATERIALS/YARD/CMSRU

TERMS AND CONDITIONS

1. The firm shall quote in the format of "Price Bid- annexure III" only and submit along with signed copy of agreed terms and conditions.
2. **Offer Validity:** The offer should be valid for a minimum period of 03 months of date of submission of offer.
3. **Delivery Period:** 30 days from the date of confirmation/PO.

4. **Delivery Address**

COCHIN SHIPYARD LIMITED, CSL- Mumbai Ship Repair Unit (CMSRU),, Hughes Dry Dock Office Building, Green Gate, Shoorji Vallabhdas Road, Fort, Mumbai, Maharashtra-400001.

Contact details: Loganathan.M, Deputy Manager, 8129600937.

5. **Guarantee period:** Twelve months for supplied item from the date of satisfactory completion of supply and acceptance of CMSRU Officer in charge at site. Any defect that may arise during the guarantee period due bad workmanship / faulty material used, the supplier shall have to attend the same or replace the material/spares at his own risk and cost.
6. **Work Experience:** The bidder must have the work experience for executing similar type / nature of work during the last 3 (three) preceding years preferably for public sector undertaking / Government establishment or reputed private establishment. Proof of the satisfactory performance from the previous employer to be provided.
7. **Pre-Qualification Criteria:**
 - i) Average Annual financial turnover during the last 3 years, ending 31st March 2021 of the previous financial year should be at least 3 lakhs.
 - ii) Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following,
Three similar completed works costing not less than the amount equal to 3.8 lakhs.
Or
Two similar completed works costing not less than the amount equal to 4.7 lakhs.
Or
One similar completed works costing not less than the amount equal to 7.5 lakhs.

Similar work means firm should have supply experience in any reputed organization. Purchase orders to be attached for verification process.

8. Terms of Payment: Terms of Payment: 100% payment will be released within 30 days against delivery of the entire scope of material as per purchase order and acceptance of the material by Officer-in-charge at CMSRU and on furnishing bill in triplicate.

9.Freight: Quotation should be door delivery at CMSRU with inclusive of freight/packing and forwarding cost as per the price bid format.

10.Insurance: Transit insurance while supply the material will be supplier's scope.

11. **Liquidate Damages:** LD at the rate of 0.5 % of the contract value per week or part thereof subject to a maximum ceiling of 10 % of the contract value, will be deducted from the contractor's bill, in the event of failure of the contractor to complete the work within the stipulated completion period or by the expiry of any extension period granted by CSL.

12. **Bank Guarantee:** The successful bidder shall agree for 5% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. The Bank Guarantee as above should be initially valid till 90 days after completion of supplies (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days.

13. L1 bidder will identify based on lowest on total for the entire scope of supply. Final selection of L1 bidder will be under CMSRU decision,

14. Supplier has to ensure safety of their personnel during the entire period of work. In case of any accidents, CMSRU shall not be responsible for any loss to their workmen and personnel property. Contractor shall keep CMSRU indemnified in case of any loss/ accident/ injury/death during the execution of the work.

15. All applicable taxes, duties, transportation and insurance etc. should be included in the rate quoted, unless specified otherwise. Firms shall mention their PAN No. and GSTIN No in the offer.

16. Dock entry permits for movement of man and material in dock shall be arranged by contractor. Necessary recommendations for the dock entry permit will be issued by the CSL.

17. CSL safety procedures to be followed for entire period of work by contractor.

18. The supplier shall get familiarize with exact scope and quantum of work before quoting for the same. Once offer received, it is deemed that the bidder has assessed the exact quantum of work and accepted all terms and condition for the subject work. Supply has to be carried out as per the direction of CSL officer- in-charge.

19. **PROHIBITION OF CHILDREN'S EMPLOYMENT:** Contractor shall note and follow the Govt. of India Notification of `Prohibition of Children's employment in the schedule occupation and process under the Child Labour (Provision and Regulation) Act, 1986".

20. **Safety Provision:** Attention is invited regarding safety provisions and adheres to the same while executing the work. In addition to the instructions stipulated therein, contractor should note that it is compulsory that every worker employed by the contractor/successful tenderers shall use PPE while the contract work is in progress, at CMSRU premises / site. The contractor should take necessary safety measures to carry out the job, without causing any accident, and shall not cause any Loss to CMSRU either directly or indirectly. However, if any such incident took place while carrying out the work, loss to the CMSRU properties will be borne by the contractor.

21. All tools, lifting tackles and special equipment's for undertaking the job shall be arranged by supplier's scope.

20. Supplier shall arrange transportation, loading and unloading etc. for supply of materials.

21. Only best quality materials are to be used. The decision of the CSL officer-in-charge will be final and binding on the contractor as regard the quality and suitability of the material.

22. All necessary care shall be taken by the supplier for shifting the materials to CMSRU stores.

23. All the items against this enquiry shall be accepted after inspection only. Inspection shall be done at CMSRU. The materials supplied shall be **free from defects**.

24. Vendors are requested to quote the size as per enquiry only. Variation in the **Quoted size/other than our spec or beyond allowable tolerance may lead to rejection of the offer without prior notice**.

25. In case of rejection, the rejected item shall be taken back by the supplier from CMSRU site and replace the same with new without any additional cost. The replacement has to be completed within 3 days from the date of intimation.

26. I/we hereby give an undertaking that I/we understood the terms and conditions mentioned in the subject enquiry and I/ we are ready to adhere to the terms and conditions of the subject work.

Supplier's Seal & Signature

General Terms and Conditions

1. Tenderers are to carefully go through the terms and conditions and the techno commercial specification of the items for which offers are called for. Deviations, if any, shall be separately listed and specifically brought out in the offer. CSL reserves the right to accept / reject the deviations.
2. Corrections and additions, if any, must be attested. Incomplete/ ambiguous offers are likely to be rejected.
3. In case of bids sent through email, then the documents should be password protected and the passwords should be passed on to the concerned officer while attending the bid opening or by email / SMS immediately before the tender opening against the request from officer.
4. Indigenous tenderers should quote prices for delivery of materials at CSL/CMSRU stores
5. Prices should be valid for acceptance for a period of three months (03 months) from the date of opening of tender.
6. 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.
7. Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bid.
8. Delivery term and delivery time / work completion time required for completing the job scope should be indicated in the offer.
9. CSL/CMSRU terms of payment is 100% payment after delivery of items and in case of service after satisfactory completion of job, within 30 days from the date of submission of Invoice along with all mandatory documents.
10. The firm/ bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for "Fall clause". Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with CSL/CMSRU
11. Manufacturer's name, their trademark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars etc., should be attached to the offer.
12. Materials supplied shall be new and unused and shall confirm to CSL/CMSRU specifications and drawings.
13. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
14. Samples are to be supplied free of cost in the event of requirement by CSL/CMSRU. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.
15. The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders.
16. Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL/CMSRU may allow such additional time

as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.

17. LD Clause: In case of delay in supply of ordered materials / delay in completion of work beyond the stipulated delivery / completion period which is not attributable to CSL, vendor is to pay liquidated damages (and not by way of penalty) a sum equivalent to ½%(half percent) per week or part of the week of the order value (basic price) in the case of machinery/equipment and of the value of materials / services delayed in the case of all other items/services subject to a maximum of 10% of the order value (basic price). For service orders, completion date as confirmed by the executing officer shall be reckoned for LD calculation.
18. Risk Purchase: If the supplier fails to supply the items ordered/complete the job scope within the delivery/completions date or violate any of the terms and conditions of the contract, CSL/CMSRU shall have the following rights.
 - (1) To terminate the contract with 15 days' notice forfeiting the security deposit.
 - (2) To initiate alternate procurement action at the risk and cost of the vendor.
19. Guarantee: The equipment supplied shall be guaranteed for satisfactory performance for 12 months from the date of commissioning or 18 months from the date of delivery of items whichever is earlier against faulty design, defective materials and bad workmanship. Supplier should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period. The Services shall be guaranteed for a minimum period of 06 months from the date of successful commissioning/final acceptance.
20. Suppliers are generally allowed to depute their authorized representative to be present at the time of opening of the price bid. However this will be subject to the discretion/SOP of CSL, in view of the restrictions imposed by Govt/local body/CSL due to Covid-19 outbreak. At present, in view of COVID-19 pandemic, Vendors are not allowed inside CSL to attend opening of the price bid.
21. Cochin shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian agent to deal with Cochin shipyard Ltd., the agency commission payable by the supplier to such an agency shall be intimated. If manufacturers affect the supply through agents only, authorization in writing from manufacturers in favour of the agent for supply to CSL shall be furnished. In case where an agent participates a tender on behalf of a foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. In a tender, either the Indian agent on behalf of the principal/ OEM or principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/ OEM, the same agent shall not submit a bid on behalf of another principal/ OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.

22. Jurisdiction: All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulum, Kerala, India.
23. In case advance payment is sought, interest at prime lending rates prevailing in India will be charged. In addition, a Bank Guarantee in the CSL format equivalent to advance amount is to be executed to cover the period till the advance payment is adjusted. Normally Advance payments are not encouraged.
24. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purposes. However the same will be considered while placement of purchase order if the firm turns out to be L1.
25. After submission of tender, no unsolicited correspondence will be entertained.
26. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
27. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.
28. Public Procurement Policy initiatives of Govt. of India, pertaining to MSME's, startup etc as per CSL website (www.cochinshipyard.in) shall be applicable for this tender.
29. Vendor is solely responsible for the safety of its personnel inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic challan remittance copy of ESI&EPF details of their employees and employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in CSL like safe usage of tools & tackles, electrical safety guidelines, gas management system etc. Scrap management system & disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.
30. Asbestos should not be part of any material /packing material supplied to CSL.
31. Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with: (1) all procedures and policies provided by CSL, including CSL's, environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities.
32. Service provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable. In case your employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently covered under above noted regulations. The certificate of compliance from Contractor as per attached format shall also be filled and submitted along with submission of bills for payment. Bills without duly certified "certificate of compliance from

Contractor" shall not be passed for payment. (Form for Compliance of Provisions of various labour Enactments attached as Enclosure - 4)

33. Vendor will package products according to instructions of CSL provided in the purchase order, and if nothing is provided, then according to good commercial practice to ensure safe arrival of the products. Avoid plastic materials for packing to the extent possible. Packing material shall be ecofriendly. Vendor should follow the statutory requirements of the products offered. In case of chemicals and toxic materials being supplied, vendor should furnish material safety data sheet (MSDS) compulsorily along with the material.
34. Acknowledge the receipt and acceptance of purchase order/Work order by signing and returning a copy of the same within three days of receipt of the same. If the acknowledgement is not received, it will be presumed as accepted.
35. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
36. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
37. Vendors shall take back rejected products, if any, and immediately supply new product/rectified product at vendor's expense, including all freight costs.
38. For product that is discovered defective during the warranty period, vendor will, at vendor's expense replace or repair defective product and re-deliver such repaired or replaced product to CSL within a commercially reasonable timeframe agreed by CSL.
39. Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses.
40. CSL is not obligated to pay any invoice submitted 180 days or more after a product is shipped or services are completed.
41. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
42. Vendor warrants that the products and services will comply with their specifications and will be of good quality acceptable to CSL/ship and must be fit for any purpose made known to vendor.
43. Vendor warrants that the products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the warranty period.
44. Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
45. Vendor and personnel will (1) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law;

and (2) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL.

46. Vendor will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.
47. 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 enforcement of risk purchase clause.
48. List of deviations from the general terms and conditions shall be submitted and the same shall be mutually acceptable. In the event of no deviation list submitted by the vendor, it is presumed that all conditions are accepted by the vendor.
49. All certificates called for in order specification must be sent to CSL at the time of delivery of items all the material supplied must satisfy CSL quality requirements.
50. Invoice:
 - (i) All invoices must be sent to CSL on delivery of items /work completion as per the order terms
 - (ii) Purchase order number and date and dispatch particulars should be clearly mentioned in the invoice.
 - (iii) Wherever payments are authorized through bank, copy of the invoice should be forwarded directly to CSL under intimation so as to facilitate release of document in time. All bank charges will be to vendor's account.
 - (iv) When the payment is in installments, separate invoice is required for each payment.
 - (v) 100% payment will be made against your invoice on satisfactory completion of the work.

The documents for releasing payment - original invoice with service report duly signed by vessel owner and CSL officer-in-charge along with documentary proof of expenses after satisfactory completion of work.

51. "In case imported items are part of the items required for the job Customs duty exemption can be availed by CSL if order for these imported items is placed on high sea sales basis by CSL or direct import order on bidder's principals for import items by CSL. In case of import orders/ high sea sales, the offer has to be on CFR basis to the nearest airport/as mentioned in the enquiry.

The customs clearance, DO charges payment and IGST payment against bill of entry shall be done by CSL.

In case of direct import orders by CSL, copy of Airway bill, foreign currency invoice and packing list would be required. In case of High Sea Sale, HSS agreement and INR invoice in

addition to copy of Airway bill, foreign currency invoice and packing list shall also be required.

The copy of all documents to be forwarded to CSL by email at least two days prior to arrival of the consignment at Airport for CSL to arrange the Customs exemption documents and file Bill of entry prior/ latest on date of arrival of the consignment itself. In case of any delay in receipt of documents, the bill of entry late filing fine shall be adjusted from the vendors payment."

Tender conditions for Restriction of bidders sharing land border with India is attached below and certificate as required in the below conditions to be submitted along with tender documents.

Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020	
A	Requirement of registration
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted along with tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of subcontracting

	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2	"Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation

	<p>Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.</p>
--	---

52. Following are the Tender Conditions Preference to Make in India

Tender condition - Preference to Make in India		
A	Purchase preference in accordance with Public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/-B.E -II dt ,4.6.2020 and as amended from time to time shall be applicable as per below	
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value	
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores, only Class I local suppliers along with Class II local suppliers shall be eligible to bid.	
	Purchase preferences for Class I local suppliers	
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	

2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	
C	Local content requirement to categories a supplier as Class I/Class II /Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
1	Class I -Local content equal to or greater than 50%	
2	Class II-Local content greater than 20%, less than 50%	
3	Non local -Local content less than 20%	
D	Declaration of local content	
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for Class/Class II as applicable including details of locations at which local value addition is made.	
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
3	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	

5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	
---	---	--

53. ARBITRATION :

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

2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended form time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.

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



COMPLIANCE MATRIX

(TO BE SUBMITTED WITH THE "Technical" BID)

SL.NO.	DESCRIPTION	REMARK
1.	ACCEPT THE ENTIRE SCOPE OF WORK AS PER ENQUIRY	YES / NO
2.	IF THE ANSWER TO QUESTION 1 ABOVE IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM SCOPE OF WORK ATTACHED/ NOT ATTACHED
3.	ACCEPT THE GENERAL TERMS AND CONDITIONS AND TENDER TERMS & CONDITIONS INDICATED IN THE ENQUIRY.	YES / NO
4.	IF THE ANSWER TO QUESTION 3 ABOVE IS NO, LIST THE DEVIATIONS AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM GTC.
5.	PAYMENT TERMS AS INDICATED IN ENQUIRY IS ACCEPTABLE.	YES / NO

(Signature of the Contractor)

Seal of the firm.

Health, Safety & Environment Contract Guidelines for OEMs /Turnkey jobs / Sub contract works inside CSL

Introduction

CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.

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

Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractors personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.

CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

I. General guidelines

1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/ QMS/S&F/SOP 02) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.
3. OEMs/Turnkey jobs /Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.
4. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.
5. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
6. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
8. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.

II. HSE requirements

1. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials,

- equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
2. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
 3. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.
 4. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work.
 5. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
 6. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
 7. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
 8. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
 9. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
 10. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
 11. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.