

**COCHIN SHIPYARD LIMITED**  
**MATERIALS DEPARTMENT**  
**TENDER ENQUIRY**

Dear Sirs,

SEALED TENDERS IN DUPLICATE, SUPERSCRIBING THE ENQUIRY NUMBER AND LAST DATE FOR RECEIPT OF QUOTATIONS ON THE ENVELOPE, are invited in two separate covers as 'Part I Techno-Commercial' and 'Part II Price' for the supply of following materials so as to reach the undersigned on or before the last date and time shown. Tenders should be addressed to THE DEPUTY GENERAL MANAGER (MATERIALS), COCHIN SHIPYARD LTD., P.B. NO. 1653, COCHIN - 682 015, KERALA, INDIA. Tenders will be considered subject to the General Terms and Conditions attached.

Enquiry No.	Last date for receipt of tender	Tender opening date		
MAT/ENS/6439/21-R1 Enquiry date: 28.04.2022 Dept: Materials/Purchase	20.05.2022	20.05.2022		
	Time : 15.00 Hrs IST	Time : 15.30 Hrs IST		
Description		Unit	Qty	Delivery date
FLASH BACK ARRESTER – 1” SIZE FOR ACETYLENE GAS MANIFOLD		EA	50	Immediate
Indent No. 1060002872 dtd 24.03.2022 File No. MAT/ENS/6439/21-R1				

Annexures:

1. Technical Specification
2. Price bid format
3. General Terms & Conditions of Enquiry
4. Make in India Declaration
5. Compliance with office order OM No. 6/18/2019- PPD dated 23rd July 2020

For COCHIN SHIPYARD LIMITED  
Vidhun Vijayan  
Project Officer (Materials)  
For DEPUTY GENERAL MANAGER (MATERIALS)

**For Clarification Please Contact:**  
**E-mail: [matens@cochinshipyard.in](mailto:matens@cochinshipyard.in)**  
**Phone: 0484 2501344.**

## **TECHNICAL SPECIFICATION**

**(MAT/ENS/6439/21-R1)**

### **FLASH BACK ARRESTER**

#### **1. FLASH BACK ARRESTER – 1” SIZE FOR ACETYLENE GAS MANIFOLD**

- QTY : 50 EA
  - 1" SIZE FLASHBACK ARRESTER FOR ACETYLENE GAS MANIFOLDS.(DEMAX 5N )
  - TYPE: ACETYLENE GAS FLASHBACK ARRESTER (WITH NON-RETURN VALVE).
  - INLET AND OUTLET SIZE: 1" (FEMALE THREAD)
  - WORKING PRESSURE: 0 TO 1 KG/CM2.
  - MAKE: ONLY IBEDA / MESSER / GCE / KOIKE / WITT GAS ARE ACCEPTABLE.
  - FLASHBACK ARRESTERS ARE TO BE BAM OR UL APPROVED WITH TEST CERTIFICATES.
  - THE SUPPLIER SHOULD CALIBRATE THE FLASHBACK ARRESTERS INHOUSE (CSL PREMISES) ONCE IN A YEAR FOR 5 YEARS.
  - CALIBRATION CHARGES SHOULD BE INDICATED IN THE OFFER, WHICH WILL NOT BE CONSIDERED FOR ARRIVING L1 VALUE DURINGTHE TENDER PROCESS..
  - LIST OF SPARES REQUIRED FOR 2 YEARS FOR MAINTENANCE OF THE FLASHBACK ARRESTERS ALONG WITH THE PRICE SHOULD BE INDICATED IN THE OFFER, WHICH WILL NOT BE CONSIDERED FORARRIVING L1 VALUE DURING THE TENDER PROCESS.
- NOTE: A SAMPLE SHOULD BE SUBMITTED ALONG WITH THE OFFER FOR TECHNICAL EVALUATION, IE., TESTING THE PERFORMANCE OF THE ITEM IN CSL SITE CONDITION.

**PRICE BID FORMAT**

Sl. No	Description	HSN Code	Quantity	Rate	Amount
10	FLASH BACK ARRESTER – 1” SIZE FOR ACETYLENE GAS MANIFOLD		50EA		
a	PACKING & FORWARDING CHARGES, IF ANY				
b	<b>FREIGHT CHARGES</b>		LS		
c	GST (If GST is applicable on P&F the same should be mentioned)		%		
d	INSURANCE		By CSL		
f	UNLOADING CHARGES, IF ANY		By CSL		
<b>II</b>	<b>TOTAL F.O.R/CSL STORE PRICE</b>				
<b>III</b>	<b>DELIVERY PERIOD REQUIRED AT FOR CSL STORE</b>				

Signature :

Name &amp; Address of the firm :

**(Note:** Unpriced bid to be submitted along with Techno Commercial Bid with details like percentage of taxes & duties applicable and details like Quoted/Nil/Included to be mentioned for each line item.)

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.		
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. CSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
2.	In the case of E-tender offers shall be submitted only through CSL E-procurement portal. Incomplete/ambiguous/conditional offers are likely to be rejected.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
3.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non-receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
4.	<b>SPECIFICATIONS:-</b> a) Manufacturer’s name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
	YES	NO		
	b) Materials offered shall conform to CSL specifications and drawings.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
c) Samples are to be supplied free of cost in the event of requirement by CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO	
YES	NO			
5.	Packing materials should be eco friendly.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
6.	Supplier should follow the statutory requirements of product offered.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
7.	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
8.	Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

9.	<b>MSEs, Startups and Make in India</b> a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab for further reference.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
10.	Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, manufacture etc.).	.....Days /Weeks		
11.	CSL payment term is 100% within 30 days of receipt and acceptance of materials at CSL stores after inspection.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
12.	a) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. Bank charges (including LC charges, if any) inside India will be to CSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	b) For deviation in Payments terms from CSL standard terms, if any, interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	c) Part payment shall be considered only if specifically agreed against partial supplies.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
13.	<b><u>Security Deposit/ Warrantee Bank Guarantee:</u></b> i).The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties, ) in the form of demand draft drawn in favour of Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per CSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract. ii)The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.{ Delete this clause in the case of items where WBG is not applicable} iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

	<p>mutually agreed plus 90 days. However in the case of items where WBG is not applicable (as in 15.a.ii), the SD shall be valid for item delivery at yard plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Cochin Shipyard Limited, Kochi.</p> <p>iv)The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.</p>			
14.	<p>b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per CSL general terms and conditions of enquiry , CSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.</p> <p>However in cases where total quoted value is less than 20 lakhs,(i.e. split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs , the aforesaid loading will be applied on individual items in following cases.</p> <ul style="list-style-type: none"><li>• The bidder has not quoted for entire tendered quantity</li><li>• CSL has technically / commercially rejected a few items in the tender</li></ul>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	c) SD to be submitted within 2 weeks of receipt of order from yard.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	d) Format of bank guarantee along with enquiry to be agreed, in general	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to CSL designated bank (for overseas bidders)	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
15.	If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, CSL shall have the following rights.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	a.. To cancel the order partially or fully with 15 days notice and to forfeit the security deposit, if any.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	b To impose tender holiday for the vendor for an appropriate period as decided by CSL	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	<p><b>c Risk Purchase</b></p> <p>To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

16.	<b>LiquidatedDamage:</b> In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to CSL, supplier 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 total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further GST will be applicable upon LD and the same also will be deducted along with LD. However LD applicability is without prejudice to CSL right to terminate contract for delayed delivery or other actions as per clause 16.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
17.	<b>Guarantee</b> a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials, and bad workmanship for 12 months from the date of final acceptance of item at CSL. Should such damage/failure occurred within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
18.	b) Further to equipment guarantee, replaced/repaired items shall be guaranteed for 12 months from date of repair/replacement.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
19.	<b>Jurisdiction:</b> 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 Cochin, India. Alternate dispute resolution mechanism can also be considered.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
20.	<b>Force Majeure condition:</b> Should failure in performance of the contract or part thereof arise from war insurrection, restrain 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 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.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
21.	<b>Indian Agent:</b> a) 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.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to CSL shall be furnished.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

	c) 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.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	d) 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.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	e) 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	<input type="checkbox"/> YES	<input type="checkbox"/> NO
22.	<b><u>PRICING:</u></b> <b>Indigenous bidders should quote prices for delivery of materials at CSL stores.</b> <b>Insurance shall be to CSL scope.</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	c. Offer to be submitted generally in USD/INR currency. Indian Firms shall quote in INR only.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	d. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid	<input type="checkbox"/> YES	<input type="checkbox"/> NO
23.	<b>e. Prices should be valid for acceptance for a period of <b>four months</b> from the date of tender opening.</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	f. No enhancement of rate for whatsoever 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, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	g. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	h. Un-priced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, if provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the un-priced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.	<input type="checkbox"/> YES	<input type="checkbox"/> NO



	<p>i. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the CSL, the tender is liable to be rejected and the same shall be intimated.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	<p>j. After submission of quotation/price offer no unsolicited correspondence will be entertained.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	<p>k. 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.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	<p>L.CSL reserves the right to place order to the techno-commercially qualified lowest bidder in full or individual items to the respective lowest bidders in the tender.(except in cases where basis of L1 arrival is declared specifically in enquiry). Also please refer loading applicable for split order of value less than 20 lakhs</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	<p>m. In the case of part quantity order, the quoted freight charges applicable for the entire quantity as per enquiry shall be apportioned and allocated.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
24.	<p><b><u>Integrity Pact:</u></b> As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
25.	<p><b><u>Grievance Redressal Committee:</u></b> As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
26.	<p><b>SUB CONTRACTING AND ASSIGNMENT</b></p> <p>Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of CSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
27.	<p><u>General:</u> a. Prior to price bid opening, CSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

	include the same during the evaluation of the tender.			
	b. Deviations, if any in the techno-commercial offer 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.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	b. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno-commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. In case of E-Tender , suppliers shall not depute their representative to CSL. However techno-commercially qualified supplier can view the price details in CSL E-procurement portal after opening the price-bid	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
28.	<b>P.O:-</b> a.In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by CSL on the basis of agreed terms and conditions of tender.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	c. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case CSL doesn't receive the above, it will be deemed as accepted.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
29.	<b>SUPPLY:</b> - a) CSL reserve the right to inspect the goods after receipt at CSL store / prior to dispatch ( by CSL or CSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at CSL store. The customs clearance charges of above shall be to supplier account.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
	b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
30.	c. Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier)to be arranged by supplier. Defective items shall be returned after receipt of replacement item. The tenderer, shall replace all/ part of items as applicable , in case of rejection, within 4 weeks of reporting the defect, without any additional cost to CSL. In case the defective materials are not taken back within the said period, CSL reserves the right to dispose the same without further intimation.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

	d. The supplier shall compensate CSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the CSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the CSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.		
31.	CSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	YES	NO
32.	<b>PREFERENCE TO MAKE IN INDIA</b>		
32.1	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 ,16.09.2020 and as amended from time to time shall be applicable as per below	YES	NO
32.2	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	YES	NO
32.3	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.		
33	<b>PURCHASE PREFERENCES FOR CLASS I LOCAL SUPPLIERS</b>		
33.1	In the procurement of goods/works covered under Para 3 b of Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/-B.E -II dt ,16.09.2020r and which are divisible in nature , Class I local supplier shall get purchase preference over Class II/Non local supplier as per following procedures	YES	NO
33.2	Among all qualified bids, the lowest bid will be termed as L1 if L1 is class 1 local supplier, the contract for full quantity will be awarded to L1	YES	NO
33.3	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 margin of purchase preference and 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 margin of purchase preference shall be invited to match the L1 price for the remaining qty and so on and contract shall be awarded accordingly. In case some quantity is left uncovered on	YES	NO

	Class I local supplier, then such balance quantity shall be ordered on L1 bidder.			
33.4	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	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
33.5	Among all qualified bids, the lowest bid will be termed as L1 if L1 is class 1 local supplier, the contract for full quantity will be awarded to L1	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
33.6	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 margin of purchase preference and contract shall be awarded to such class-I local supplier subject to matching the L1 price.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
33.7	In case such lowest eligible Class I local supplier fails to match L1 price, the class I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
33.8	Class II local supplier will not get purchase preference in any procurement undertaken by procuring entities	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
33.9	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 16.09.2020 i.e. 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.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
33.10	Margin of purchase preference shall be 20%			
33.11	Class I -Local content is minimum 50%			
33.12	Class II-Local content minimum 20%			
34	<b>DECLARATION OF LOCAL CONTENT</b>			
34.1	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 I/Class II as applicable including details of locations at which local value addition is made.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
34.2	False declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the GFR for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the GFR along with such other actions as may be permissible under law.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

34.3	A supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
35	<b>RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017</b>			
35.1	<p>Certificate shall be submitted by the bidders as per the below format along with their offer, stating compliance with office order OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 (as amended from time to time shall be applicable) regarding restrictions under rule 144 (ix) of the General Financial Rules (GFRs).</p> <p><b><i>“I have read the clause regarding restrictions on procurement from as bidder of a country which shares a land border with India and on sub- contracting 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 sub contract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered”</i></b></p> <p>Where applicable, evidence of valid registration by the competent authority shall be attached.</p>	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
35.2	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 the Competent Authority. 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 long 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	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
35.3	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.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
35.4	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	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

	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.			
35.5	“Bidder” (including the term ‘tenderers’, ‘consultant’ or ‘Service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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.	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
35.6	“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 consortium or joint venture where any member of the consortium or joint venture falls under any of the above	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			
35.7	The beneficial owner for the purpose of 56.4 above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals, 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;	<table><tr><td>YES</td><td>NO</td></tr></table>	YES	NO
YES	NO			

	5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.		
35.8	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.	YES	NO
35.9	The successful bidder 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 the Competent Authority.	YES	NO
35.10	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	YES	NO
36	The above agreed CSL commercial terms and conditions will be incorporated in the Purchase order and no deviations are acceptable after price bid opening/ order placement.	YES	NO

**Format for Self Certification under Preference to  
“MAKE IN INDIA” Policy**

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of Submission of tender, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (.....%) as defined in above orders for the material against Tender No\_\_\_\_\_

Details of location at which local value addition will be made is as follows:

.....  
.....  
.....  
.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory



(Letter Head)

**Compliance with office order OM No. 6/18/2019- PPD dated  
23rd July 2020 (as amended from time to time shall be  
applicable) regarding restrictions under rule 144 (ix) of the  
General Financial Rules (GFRS).**

“I have read the clause regarding restrictions on procurement from as bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries;

I certify that M/s ..... is not from such a country or, if from such a country, has been registered with the competent authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with competent authority.

I hereby certify that M/s ..... fulfills all requirement in this regard and is eligible to be considered”

**Format for Self Certification under Preference to  
“MAKE IN INDIA” Policy**

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In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of Submission of tender, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (.....%) as defined in above orders for the material against Tender No\_\_\_\_\_

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