

TENDER ENQUIRY

Dt. 16/09/2023

Tender Ref No: **MP2/Supply of spares for sweeping arm crane/Pavak/
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 spares for sweeping arm crane in the vessel Samudra Nidhi** at **CSL MSRU (Cochin Shipyard Ltd-Mumbai Ship Repair Unit), Mumbai.**

- 1 The offers as above should reach the undersigned on or before the last date and time shown. Tenders should be addressed to "The Deputy General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, and 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 25th September 2023, 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. Vendors are strongly advised to visit work site prior to quoting.
5. Vendors should be able to carry out and complete the work at CMSRU, Mumbai within the given duration of time.
6. Quotation should be valid for a period of 03 months.
7. Quotation can be submitted by email as a password protected document (price part only) to the following email address.

vikas.kumar@cochinshipyard.in

loganathan.m@cochinshipyard.in

lijo.jacob@cochinshipyard.in

cmsru.m2@cochinshipyard.in

OR

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

Last Date & Time of Receipt of Tender: **25th September 2023 at 15:00 Hrs IST.**

Last Date & Time of Clarification: **22nd September 2023 at 17.00 Hrs IST.**

Tender Opening date &time: **25th August 2023 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. Specific Terms & conditions
5. Compliance matrix
6. General Terms & conditions
7. Unpriced bid format
8. Pre-Qualification criteria

Signed copy of following documents shall be submitted along with unpriced Price bid format clearly indicating quoted/not quoted against each job scope as per CSL P- bid format (Un priced bid no need to protect with password, if send as soft copy in E mail).

1. Scope of supply
2. Price bid format
3. Specific Terms & conditions
4. Compliance matrix
5. General Terms & conditions
6. Unpriced bid format
7. Pre-Qualification criteria

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 Mr. DEBASHISH PANIGRAHI, Mob. No.: 9176524000

Yours faithfully,

Deputy General Manager (CMSRU)

CSL-MUMBAI SHIP REPAIR UNIT (CMSRU)

Mumbai

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 Scope of Work (Encl 2), Rules for engaging contractor's workmen in CSL-MSRU (Encl 4), Specific terms & Conditions (Encl 5), General Terms and Conditions (Encl 6), Compliance Matrix (Encl 7).
- IV. Deviation list, if any
- V. Price bid without price clearly indicating quoted/ not quoted against each line item/ DL (Encl:8).

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

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

4. CSL/CMSRU reserves the right to alter, modify the scope of supply at their discretion and consistent with the Navy Policy as applicable 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 Encl 2, 4,5, 6 ,7,8 &9 along with their bid as token of acceptance of terms & Conditions.
14. An Integrity Pact as per CSL/CMSRU 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.

Deputy General Manager (Ship Repair Materials)

SCOPE OF SUPPLY			
MP2/Supply of spares for sweeping arm crane/Pavak/ CMSRU			Encl:2
Line Item No	Description	QTY	UOM
	<u>Sweeping arm crane (02 nos), Spare details</u>		
1	Pressure Gauge. 01 Nos x 02 Nos of Cranes.	2	Nos
2	Hydraulic Cylinder Gland Nut. 01 Nos x 02 Nos of Cranes.	2	Nos
3	Cylinder Mounting Plates. 02 Nos x 02 Nos of Cranes.	4	Nos
4	High Pressure Hydraulic Hose	9	Nos
5	Swivel Counter Balance Valve Ball Valve. 01 Nos x 02 Nos of Crane.	2	Nos
6	Hydraulic Pump	1	Nos
7	Gear Packing ring. 12 X 2 = 24 Nos x 02 Nos of Cranes	48	Nos
8	Counter Balance Valve Benjo Fitting. 04 Nos x 02 = 08 Nos x 02 Nos of Cranes	16	Nos
9	Pulley Bearing Lock. 02 Nos x 2 = 04 Nos x 02 Nos of Cranes	8	Nos
10	Ferrule Fittings	32	Nos
11	Pulley Pins 04 Pins x 02 Nos of Cranes	4	Nos
12	Needle valve	2	Nos
13	Motor couplings	1	Nos
14	Nuts as per sample	32	Nos
NOTE			
1	Spares to be supplied within 05 days of issuance of PO/LOI.		
2	6 months guarantee period to be provided for spares.		

3	Material test certificate/Calibration certificate wherever applicable to be provided along with the supply.		
4	Above all spare to be physical checked by the supplier & above all spare to be supplied as per sample provided by yard.		
5	In order to get competent quotes, it is requested to issue open tender for the subject items.		
6	L1 to be awarded as turnkey.		
7	Tender Qualification criteria: should have previous experience in supply of similar kind of spares	Vendor	
Work completion period : 05 Days from the date of PO/LOI			
Seal & Sign of Authorised Person			

PRICE BID						
MP2/Supply of spares for sweeping arm crane/Pavak/ CMSRU					Encl:3	
Line Item No	Service Description	QTY	Uom	Unit Rate (Rs.)	Total Rate (Qty x Unit Rate) (Rs.)	GST(%)
	<u>Sweeping arm crane (02 nos), Spare details</u>					
1	Pressure Gauge. 01 Nos x 02 Nos of Cranes.	2	Nos	xx	xx	xx
2	Hydraulic Cylinder Gland Nut. 01 Nos x 02 Nos of Cranes.	2	Nos	xx	xx	xx
3	Cylinder Mounting Plates. 02 Nos x 02 Nos of Cranes.	4	Nos	xx	xx	xx
4	High Pressure Hydraulic Hose	9	Nos	xx	xx	xx
5	Swivel Counter Balance Valve Ball Valve. 01 Nos x 02 Nos of Crane.	2	Nos	xx	xx	xx
6	Hydraulic Pump	1	Nos	xx	xx	xx
7	Gear Packing ring. 12 X 2 = 24 Nos x 02 Nos of Cranes	48	Nos	xx	xx	xx
8	Counter Balance Valve Benjo Fitting. 04 Nos x 02 = 08 Nos x 02 Nos of Cranes	16	Nos	xx	xx	xx
9	Pulley Bearing Lock. 02 Nos x 2 = 04 Nos x 02 Nos of Cranes	8	Nos	xx	xx	xx
10	Ferrule Fittings	32	Nos	xx	xx	xx
11	Pulley Pins 04 Pins x 02 Nos of Cranes	4	Nos	xx	xx	xx
12	Needle valve	2	Nos	xx	xx	xx
13	Motor couplings	1	Nos	xx	xx	xx
14	Nuts as per sample	32	Nos	xx	xx	xx
Total Amount				xx	xx	xx
Total Amount Including GST				xx		
Work completion period :						
Seal & Sign of Authorised Person						

Specific Terms & Conditions

Enq. No: MP2/Procurement of spares for sweeping arm crane/Samudra Pavak / CMSRU

1. Payment – 100% payment shall be released against invoice certified by CMSRU store keeper/Executing officer along with other mandatory documents, within 30 days from the date of submission of invoice after successful completion of the job scope.
2. Guarantee – Minimum 06 months guarantee is required for the repaired/overhauled equipment/system and 12 months guarantee is required for renewed equipment / system. In case of Guarantee defects, it shall be attended within 48 hours from the date of intimation.
3. 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.
4. Manpower has to be mobilized against CMSRU LOI/WO and work has to be commenced immediately as per the instruction of executing officer.
5. Vendors should be able to carry out and complete the work at CMSRU yard and all the necessary passes to be arranged accordingly by the vendor.
6. Items shall be delivered at CMSRU (MbPT) on door delivery basis to Hughes Dry Dock (Indira Docks), Mumbai Port Trust, Mazagon, Mumbai and site to be inspected before submitting the offer.
7. Entire scope of supply has to be finished within the duration of 5 days from the date of commencement of work.
8. Tender shall be processed based on overall L1 turnkey basis; however final decision shall be by CMSRU.
9. CMSRU reserves the full right to change the work scope/amend the work scope according to the site condition.
10. CMSRU have the full right to modify (Deletion) the work scope in line with the final requirement, time lines of repair project, availability and spares.
11. L1 firm has to provide detailed price split up (if required) within 03 days from the date of confirmation from CMSRU.
12. Firm to provide necessary valid certificates (wherever required).
13. Firms should have related similar experiences as per the work scope mentioned and the supporting documents as a proof to match the work experiences shall be submitted to CMSRU, if requested.
14. CSL/CMSRU has the full right to withdraw the tender in partial or full during the course of this tender without giving any prior notice / clarifications to vendors.
15. CSL/CMSRU has the right to accept or reject any or all of the offers.
16. Vendors are requested to submit the bid in the attached price bid format **(in Two Bid)** for avoiding discrepancies/confusions during the comparison stage.

Seal & sign authorised person

17. Vendors are requested to submit a signed copy of Encl. 1, 2, 3, 4, 5, 6, 7, 8, 9,10 along with **unpriced Price bid format**(Encl:8) clearly indicating **quoted/not quoted** against each job scope with the Tech. bid for verification.
18. All formalities related to obtaining necessary entry pass/clearances from MbPT for man and materials and mobilization of equipment to CMSRU is under the scope of vendor.
19. Contractor has to arrange all necessary equipment & machinery for transportation, loading & unloading etc.
20. CSL quality and safety procedures to be followed for entire period of work by Contractor. Operator should wear proper PPE during the operation hours.
21. Quality checks and procedures of CSL to be followed for the entire work and work completion certificate to be obtained from the ship.
22. Forwarded offers and communications from mail IDs starting with words as highlighted below, will be blocked and may not necessarily reach the indented ID, as indicated in below.

Info,Support,Admin,Sales,Customersupport,Helpdesk,Mail,Mailadmin,Billing,Hello,Careers

Deputy General Manager (CMSRU)

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.

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
	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23 rd 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.

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 ClassI/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 from 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.

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UNPRICE BID						
MP2/Supply of spares for sweeping arm crane/Pavak/ CMSRU						Encl:7
Mention Quoted/Not Quoted						
Line Item No	Service Description	QTY	Uom	Unit Rate (Rs.)	Total Rate (Qty x Unit Rate) (Rs.)	GST(%)
	<u>Sweeping arm crane (02 nos), Spare details</u>					
1	Pressure Gauge. 01 Nos x 02 Nos of Cranes.	2	Nos			
2	Hydraulic Cylinder Gland Nut. 01 Nos x 02 Nos of Cranes.	2	Nos			
3	Cylinder Mounting Plates. 02 Nos x 02 Nos of Cranes.	4	Nos			
4	High Pressure Hydraulic Hose	9	Nos			
5	Swivel Counter Balance Valve Ball Valve. 01 Nos x 02 Nos of Crane.	2	Nos			
6	Hydraulic Pump	1	Nos			
7	Gear Packing ring. 12 X 2 = 24 Nos x 02 Nos of Cranes	48	Nos			
8	Counter Balance Valve Benjo Fitting. 04 Nos x 02 = 08 Nos x 02 Nos of Cranes	16	Nos			
9	Pulley Bearing Lock. 02 Nos x 2 = 04 Nos x 02 Nos of Cranes	8	Nos			
10	Ferrule Fittings	32	Nos			
11	Pulley Pins 04 Pins x 02 Nos of Cranes	4	Nos			
12	Needle valve	2	Nos			
13	Motor couplings	1	Nos			
14	Nuts as per sample	32	Nos			
Total Amount						
Total Amount Including GST						
Work completion period :						
Seal & Sign of Authorised Person						

Enq Ref No: MP2/Supply of spares for sweeping arm crane/Pavak/ CMSRU

PRE-QUALIFICATION CRITERIA

1. Technical Criteria

Vendor should have previous experience in supply of similar kind of spares

Seal & sign authorized person