

# **TENDER ENQUIRY**

Dt. 19.09.2024

Tender Ref No: **MP1/Toilet/ICGS Sarathi/CMSRU**

Dear Sir,

Sealed Tenders in **Two Bid**, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited for **HIRING OF PORTABLE TOILETS FOR ICGS SARATHI 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 Deputy General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, and Mumbai-400001" in sealed envelope.
2. **Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before 11.00 hrs (IST) on 01 October 2024, if delivery of sealed offers cannot be ensured at CSL on the due date.**
3. Quotation should be valid for a period of 3 months.
4. Quotation submitted by email as a documents (price part should be password protected) shall be sent to the following email address.

[sebi.augustine@cochinshipyard.in](mailto:sebi.augustine@cochinshipyard.in)

[cmsru.planning@cochinshipyard.in](mailto:cmsru.planning@cochinshipyard.in)

**Last Date & Time of Receipt of Tender: 01 October 2024 at 11.00 Hrs IST.**

**Tender Opening date & time: 01 October 2024 at 11.30 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.in](http://www.cochinshipyard.in) regularly. Such amendments shall be binding upon them.

**In case of technical queries, please contact**

**Mr. SEBI AUGUSTINE, (Project officer - Mechanical)**

**(e-Mail: [sebi.augustine@cochinshipyard.in](mailto:sebi.augustine@cochinshipyard.in) , Mob no. +91 8714630958)**

Yours faithfully,

**Deputy General Manager (CMSRU)**

COCHIN SHIPYARD LIMITED- MUMBAI SHIP REPAIR UNIT			
SCOPE OF SERVICE			
MP1/Toilet/ICGS Sarathi/CMSRU			Encl.1
Vessel Name: ICGS Sarathi			
Sl No.	DL No	Work Description	Unit
I	HA 1014	Portable toilets on Hiring Basis for split periods as per terms and condition Each toilet module should have following provision: Water storage tank on top of each or a common tank for all with necessary pipe connections Each toilet module should have urinal, WC & wash basin Each toilet should have all accessories including flush & jet spray and functiounal The module should have in built storage of sewage & black water or a common collection tank. Each toilet module to be provided with discharge hoses with fitting for collection into sewage tank	Rate of One Toilet per Day
II		Mobilization of the entire toilet module systems in and out of CMSRU premises	Rate per set of mobilization
Tentative requirement			
16 portable toilets as per scope for a period of 60 days, which might be on 3 split periods			
Terms and Conditions			
1	The transportation of the units to the yard premises have to be done by vendor. Loading, Unloading & installation including pipe connections of toilet module to be done by vendor		
2	Water tanks should be filled, toilets should cleaned and sewage should be disposed at authorized facilities every day for all the toilet module. Necessary hoses and manpower should be deployed as per site requirements		
3	The vendor/contractor is required to comply with all relevant Maharashtra Pollution Control Board (MPCB) guidelines and regulations throughout the project		
4	Toilet module to be placed in CMSRU within 01 day of placement of LOI/WO		
5	Technical acceptance is based on inspection of toilet module by CMSRU officials		
6	All services are to be provided to the complete satisfaction of ship owner/customer and in case of any shortcomings in terms of quality, safety, etc., the contract shall be terminated with short notice.		
7	All associated works and inway jobs related to Scope of work to be undertaken by contractor.		
8	All Safety rules and regulation of the shipyard to be adhered by contractor		
9	The contractor to provide all arrangements and support for entire completion of work		
10	Vendor to arrange all necessary gate pass in MBPT gate for material, vehicle & driver entry. Required authorisation letter only will be issued from CMSRU		
11	Indemnity : Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the progress of the work, the contractor shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other ship property or to the lives or persons or property of others during the progress of the works and period of maintenance.		
12	CMSRU reserve rights to amend above scope of work & delete line items as indicated above without assigning any reason whatsoever.		
13	CMSRU reserves the right to award the contract to one or more firms during the pendency of this contract, depending upon the actual necessity.		
14	The contractor shall get familiarize with exact scope and quantum of work and is strongly encouraged to visit site 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. Work has to be carried out as per the direction of CMSRU officer- in-charge.		
15	Services are to be provided to the complete satisfaction of ship owner/customer and in case of any shortcomings in terms of quality, safety, behaviour of staff., the contract shall be terminated with short notice.		
16	Total quantity mentioned is indicative and may vary by + /- 50%.		
17	The contractor shall have to provide all the required tools, tackles, testing equipment, machinery, vehicles for transportation, loading, unloading etc for carrying out subject work within the quoted price.		
18	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.		

Contractor's Seal & Signature

COCHIN SHIPYARD LIMITED- MUMBAI SHIP REPAIR UNIT					
PRICE BID					
MP1/Toilet/ICGS Sarathi/CMSRU				Encl.2	
Vessel Name: ICGS Sarathi					
Sl No.	DL No	Work Description	Unit	Unit rate (Rs.)	GST(%)
I	HA 1014	Portable toilets on Hiring Basis for split periods as per terms and condition	Rate of One Toilet per Day		
II		Mobilization of the entire toilet module systems in and out of CMSRU premises	Rate per set of mobilization		

Contractor's Seal & Signature

COCHIN SHIPYARD LIMITED- MUMBAI SHIP REPAIR UNIT					
UNPRICE BID					
MP1/Toilet/ICGS Sarathi/CMSRU				Encl.3	
Mention Quoted/Not-Quoted					
Vessel Name: ICGS Sarathi					
SI No.	DL No	Work Description	Unit	Unit rate (Rs.)	GST(%)
I	HA 1014	Portable toilets on Hiring Basis for split periods as per terms and condition	Rate of One Toilet per Day		
II		Mobilization of the entire toilet module systems in and out of CMSRU premises	Rate per set of mobilization		

Contractor's Seal & Signature

**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 Challan 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 states shall have to take police clearance from their respective home station to submit application form for obtaining police clearance from Mumbai Police Station.
- IV) Employee/worker deputed for the work shall not be over 58 Years of age.

**Seal & Sign of Authorized Person**

## **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](http://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.

<b>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</b>	
<b>A</b>	<b>Requirement of registration</b>
<b>1</b>	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.
<b>2</b>	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).
<b>2</b>	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>B</b>	<b>Validity of registration</b>

<b>1</b>	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.
<b>C</b>	<b>Competent authority and Procedure for registration</b>
<b>1</b>	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.
<b>D</b>	<b>Definition of Bidder and Bidder from a country sharing land border with India</b>
<b>1</b>	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.
<b>2</b>	"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.
<b>3</b>	<b>Type of business entity</b> (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
	<b>Beneficial Owners</b> - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23 <sup>rd</sup> 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

<b>Tender condition - Preference to Make in India</b>		
<b>A</b>	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	
<b>1</b>	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	
<b>2</b>	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.	
	<b>Purchase preferences for Class I local suppliers</b>	
<b>B</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	
<b>1</b>	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.	
<b>2</b>	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	
<b>3</b>	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	

## Enclosure - 5

<b>C</b>	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%	
<b>D</b>	<b>Declaration of local content</b>	
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.

\_\_\_\_\_ ○ \_\_\_\_\_

## **Specific Terms & Conditions**

Enq no. MP1/Toilet/ICGS Sarathi/CMSRU

Encl.6

1. Payment – Payment shall be released monthly against actual on invoice certified by Executing officer supported by service record signed by ship incharge and other mandatory documents, within 30 days from the date of submission of the same.
2. Service has to be mobilized against CMSRU LOI/PO and to be commenced immediately as per instructions from executing officer.
3. Services might have to be provided on holidays also.
4. CMSRU reserves the full right to change the work scope/amend the work scope according to the site condition.
5. If any in way jobs to accomplish the work has to be done outside CMSRU, vendor had to take the fully responsibility and expenses for the arrangements such as transportation, loading, unloading, workshop if needed.
6. CMSRU reserve the right to offload the job to more than one subcontractor (parallel contract) to meet the schedule against this tender.
7. 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.
8. **Tender shall be processed based on overall L1 basis. However final decision shall be under CMSRU.**
9. Firm to provide necessary valid certificates (wherever required).
10. 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.
11. CSL/CMSRU has the right to accept or reject any or all of the offers.
12. Vendors are requested to submit the bid in the attached price bid format **(in Two-Bid)** for avoiding discrepancies/confusions during the comparison stage.
13. Vendors are requested to submit a signed copy of Encl. 1, 2, 3, 4, 5, 6, 7 along with unpriced Price bid format clearly indicating quoted/not quoted against each job scope with the Tech. bid for verification.
14. All documents submitted against this tender shall be signed and sealed by authorized persons and the compliance matrix shall be submitted in the company letter head of the vendor. Otherwise, it may be rejected without prior notice.
15. All tools and tackles for successful completion of the job shall be arranged by the contractor.
16. Contractor shall abide by the CSL safety rules.
17. All consumables for the job shall be in the scope of vendor.
18. Job completion period has to be mentioned in the unpriced priced bid format.
19. All Material, Vehicles and Man Entry Passes to be arranged by contractor. Required authorization letter only will be issued from CMSRU.
20. Forward offers and communications from mail IDs starting with words as highlighted in below message, since the message 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

21. Safety Measures that are to be ensured by contractors are:

1. Db IP44 type with ELCB
2. Blower with guard on both side
3. 24-volt lamp with wire and DB
4. Flash back and non-return valve for Cylinder (DA and Oxygen is allowed)
5. Welding machine with ELCB of 30 mA to provided
6. Power tools like Grinding Machine should have handle and guard
7. Proper PPEs need to be provided by the contractor to workers
8. Induction class need to attended by the new workers

**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.