



Tender No. CSL/CKSRU/PROJ/542/2024-25

13 Dec. 2024

TENDER NOTICE

सीएसएल – कोलकाता पोत मरम्मत यूनिट (सीकेएसआरयू), कोलकाता की ओर से निम्न सूचित कार्य के लिए अनुभवी फर्मों से मुहरबंद प्रतिस्पर्धी निविदाएं आमंत्रित की जाती हैं, ताकि निम्न सूचित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी तक पहुँच सकें। कृपया संलग्न तकनीकी विनिर्देश, सामान्य नियम और शर्तें एवं अन्य अनुदेशों का संदर्भ लें।

Sealed competitive tenders are invited on behalf of CSL-Kolkata Ship Repair Unit (CKSRU), Kolkata from experienced firms for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer to the Technical Specification, General Terms and Conditions and other instructions attached.

निविदा सं. व तिथि Tender No. & date	सीएसएल/सीकेएसआरयू/प्रोज/542/2024-25 दिनांक 13 Dec. 2024 CSL/CKSRU/PROJ/542/2024-25 dated 13 Dec. 2024
कार्य का नाम Name of Work	सीकेएसआरयू कोलकाता में स्प्लिट टाइप एयर कंडीशनर के लिए व्यापक वार्षिक रखरखाव अनुबंध। (विस्तृत विनिर्देश अलग से संलग्न है) Comprehensive Annual Maintenance Contract for Split Type Air Conditioners at CKSRU, Kolkata. (Detailed specification is enclosed separately)
निविदा का प्रकार Type of Tender	दो बोली Two Bid
जमा करने के लिए बयाना राशि Earnest Money to be deposit	₹. 10,000/- Rs. 10,000/-
निविदा प्रपत्र की लागत Cost of Tender Form	शून्य Nil
निविदा प्राप्ति की अंतिम तिथि एवं समय Last date & time of receipt of tender	दिनांक 20 Dec. 2024 को 16:00 बजे तक 20 Dec. 2024 at 16:00 hrs.
निविदा खोलने की तिथि एवं समय Date & time of opening of tender	दिनांक 20 Dec. 2024 को 16:30 बजे तक 20 Dec. 2024 at 16:30 hrs.

यदि बोली सीलबंद लिफाफे में भेजी जाती है तो निविदा संदर्भ लिफाफे के ऊपर या ईमेल द्वारा बोली भेजी जाती है तो विषय में निविदा संदर्भ स्पष्ट रूप से इंगित किया जाना चाहिए।

Tender reference should be clearly indicated on top of the envelope if bid is sent in sealed envelope or in subject if bid is sent by email.





Tender No. CSL/CKSRU/PROJ/542/2024-25

13 Dec. 2024

उप महाप्रबंधक (सीकेएसआरयू) को संबोधित मुहरबंद निविदाएं सीएसएल- कोलकाता पोत मरम्मत यूनिट सीकेएसआरयू, ड्राई डॉक ऑफिस बिल्डिंग, गेट नं. 9, नेताजी सुभास डॉक, सर्कुलर गार्डन रीच रोड, कोलकाता - 700024 में स्थित 'सीकेएसआरयू निविदा बॉक्स' में नियत तारीख एवं समय तक डाली जाएंगी।

पासवर्ड से सुरक्षित निविदाएं निर्धारित प्रारूप में ईमेल के माध्यम से amitkumar.das@cochinshipyard.in पर नियत तारीख और समय तक भेज दी जाएंगी।

Sealed tenders addressed to **The Deputy General Manager (CKSRU)** shall be dropped in the 'CKSRU Tender Box' kept at the office of **Gate No. 9, Netaji Subhas Dock, Circular Garden Reach Road, Kolkata - 700024, West Bengal** by the due date and time. Password protected tenders shall be send via email in prescribed format to amitkumar.das@cochinshipyard.in by the due date and time.

उपरोक्त कार्य के लिए प्रभारी अधिकारी
Officer In-Charge for the above work

नाम/ Name : अमित कुमार दास/Amit Kumar Das
पदनाम/ Designation: सहायक प्रबंधक/Assistant Manager
संपर्क सं. (मोब.)/ Contact No (M): 9832597168
ई-मेल/ E-mail: amitkumar.das@cochinshipyard.in

कृते कोचीन शिपयार्ड लिमिटेड
For Cochin Shipyard Limited

For

F. Amit Kumar Das.

ठेकेदार का हस्ताक्षर एवं मुहर
Signature and Seal of the Contractor (s)

उप महाप्रबंधक (सीकेएसआरयू)
Deputy General Manager (CKSRU)



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ANNEXURE-I**A. SCOPE OF WORK**

- 1) Comprehensive Maintenance and servicing of the split (inverter), type A/C units of various make installed / kept at different locations at CSL-Kolkata Ship Repair Unit (CKSRU), Gate No.9, NSD, Kol - 24 / CSL Transit House, Taratala, Kol-53.
- 2) The details of split ACs available at present are given below-

SI. No.	Make	Type	Capacity	Refrigerant Gas	No's of ACs
1	LG	Split AC inverter type	1 Ton	R32	14
2	Godrej	Split AC inverter type	1 Ton	R32	14
3	Godrej	Split AC inverter type	1.5 Ton	R32	2
4	Samsung	Split AC inverter type	1 Ton	R32	6
5	Samsung	Split AC inverter type	1.5 Ton	R32	2

Officer in charge has the rights to decide the number of ACs to be serviced. Payment shall be released based on the actual number of ACs serviced. In case of increase in number of ACs to be serviced, contractor has to provide the service at the same rate, terms and conditions.

- 3) Preventive Maintenance Check/ Servicing of each and every ACs are to be carried out once in 3 months. The scope of preventive maintenance includes, but is not limited to, the following activities,
 - a) Inspection of AC units and check and rectify for any abnormality in operation.
 - b) Removing air filters, cleaning and reinstallation of same on AC units.
 - c) Check the pressure of refrigerant and if found less than normal, carryout the leak test and refill the refrigerant after rectification.
 - d) Check the refrigeration system, motor, compressor and starters for performance and ensuring the overall healthy condition of units and rectify/ replace if necessary.
 - e) Check the electrical wiring of blower, condenser fan, compressor for any abnormality other electrical connection abnormalities and rectify/ replace if necessary.
 - f) Check the working of electrical panel equipment like contactor, overload relay, etc. If any abnormality found, then rectify the same.
 - g) Check all drain points to ensure proper draining. In case of obstruction, rectify the same.
 - h) General cleaning and brushing of the unit.
 - i) Check for abnormal sound from the bearing of compressor, condenser and blower motor and rectify/ replace if necessary.
 - j) Evaporator/ cooling coil cleaning.
 - k) Measurement of current drawn (Amp) for compressor, condenser and blower motor.
 - l) Replacement of filters if found defective.

- m) Oiling of fan motor.
- n) Water washing.
- o) Cleaning and washing of condenser coil with approved non damaging chemical.
- p) Cleaning of evaporator coils with approved cleaning agent.
- 4) In addition to required preventive servicing, all breakdown calls/ service calls when needed should also be attended promptly as per intimation over phone as part of the contract. The breakdown should be cleared within 24 (twenty-four) hours after receiving intimation. If the unit is to be taken out for repair of PCB, rewinding of fan motors, compressor/ condenser coil replacing etc., the same should be returned within 10 (Ten) working days after repairs. Any complaint rose again in the same servicing period of replaced items and consumables, the replacement cost will be the scope of contractor. The defective item has to be returned to CSL.
- 5) **The exclusions from the contractor's scope as per the contract include:** Replacement of the compressor, evaporator coil, condenser coil, indoor and outdoor unit motors and blowers (fans), body damages, PCBs and swing motor/blade replacement. In the event of replacing the mentioned parts, the contractor must procure them only from the OEM of the respective AC units. Installation should be carried out as per the contract without any additional charge. However, the cost of the procured spare parts shall be reimbursed to the contractor with a markup of 10% on the actual invoice value to cover overhead charges, including transportation. The invoice for the spare parts must be from the OEM of the AC unit.
- 6) If any part is not available from the OEM of the ACs, the contractor shall provide an equivalent item to operationalize the ACs, subject to prior approval from the Officer in Charge.
- 7) Service Report for Preventive Maintenance / break down maintenance for each and every machine serviced shall be furnished along with the bills for verification by CSL.
- 8) Rewinding of fan motor/ compressor etc. should be done using copper only.

B. ELIGIBILITY CRITERIA:

Sl. No.	Particulars	Eligibility Criteria	Proof/Documents Required
1	Technical eligibility	The firm should have track record of providing similar services (AC Servicing/ Maintenance) within the last Five (05) years as on the date of publishing of this tender.	Copy of purchase/ work orders and work completion certificate.
2	Vendor Details	The firm shall submit vendor details as per Annexure-II.	Duly filled and signed vendor details as per Annexure-II.
3	Registered office in Kolkata	Firm should have dedicated registered/ regional/ local functional office in Kolkata / Howrah region and address proof of office should be submitted along with technical bid.	Address proof of the office.
4	Financial capability	The firm should have reported positive net worth during the last three financial years (FY – 2024-23/2023-22/2022-21).	Profit and loss account statement for the respective financial year

C. SPECIAL TERMS AND CONDITIONS

- 1) **Period of Contract:** The period of contract will be One year from the date of issue of work order. Cochin Shipyard Limited reserves the right to extend the contract period for a further period of one year on the same rates, terms and conditions, if situations so warrant on mutual agreement on completion of the contract period. The rates quoted and all other terms and conditions will remain unchanged for the entire period and also for the extended period (if extended).
- 2) **EMD:**
 - a) Earnest Money Deposit (EMD) of Rs. 10,000/- (Ten Thousand Only) shall be remitted in the form of Demand Draft from Scheduled Banks in favour of "Cochin Shipyard Limited" payable at Kochi. Cash, Cheque, Bank Guarantee, Postal orders etc., are not acceptable. No interest will be payable to EMD. EMD of unsuccessful bidders will be returned only after awarding the work to the successful bidder.
 - b) Earnest Money Deposit remitted by the successful bidder shall be adjusted against the Security Deposit or refunded separately as decided by CSL.
The Earnest Money Deposit (EMD) may be forfeited if: -
 - i) The bidder withdraws, amends, impairs, or derogates from the tender or agreed conditions in any respect within the period of validity of their offer.
 - ii) Non-acceptance of work order.
 - iii) Bidder after accepting the work order fails to provide services.
 - c) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from submission of EMD.
- 3) **Security Deposit:** A recovery of 5% will be made as interest free deposit from the contractor's quarterly bill towards Security Deposit and will be returned one (1) month after expiry of the contract. No interest shall be payable on SD for the period of its pendency. SD will be forfeited where the contractor fails to meet the contractual obligations.
- 4) **Performance Guarantee:** The work/ items supplied have to be guaranteed against defective workmanship/ inferior quality of materials used for a period of 6 months from the date of completion of work.
- 5) **Liquidated Damage:** LD @ ½% of the delayed portion of the work/ supply per week will be levied from the contractor in the event of late completion of the job subsequent to a maximum of 10% of the contract value. In case of reasons attributed to CSL, i.e. site non readiness etc. LD can be waived proportionately.
- 6) **Payment Terms:**
 - a) Payment shall be made on quarterly basis after each preventive maintenance for the actual work done within 30 days of receipt of invoice in triplicate at CSL. For the spares supplied as part of breakdown maintenance which are excluded from the AMC contract, payment shall be released on monthly basis upon submission of necessary documents. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of CSL. Following documents to be submitted along with the invoice for payment.

- i) Work completion certificate/ attendance log book for the month duly certified by the officer-in-charge.
 - ii) Documents related to remittance of ESI, EPF and payment of salary if necessary.
 - b) The Invoices to be raised on Officer-in-charge, CSL-Kolkata Ship Repair Unit (CKSRU), Netaji Subhas Dock Office Building, NSD, Gate No. 9, Garden Reach, Kolkata, West Bengal - 700024.
 - c) Payments will be made through NEFT/ RTGS Mode only and necessary details shall be furnished to the finance department and submit bill in quadruplicate and indicating details like PAN.HSN/SAC Code, GST details etc required for processing payment
 - d) The invoice to be raised on Officer in-charge, Cochin Shipyard Limited, CSL-Kolkata Ship Repair Unit, Dry Dock Office Building, Netaji Subhas Dock, Gate No.9, Circular Garden Reach Road, Kolkata – 700024.
 - e) GST No. of CSL-Kolkata Ship Repair Unit is 19AAACC6905B1Z1.
- 7) **Bill & Report Submission:** The bill in triplicate should be submitted quarterly with service reports taking signature from the concerned department. The firm need to submit the soft copy of the work details in the standard format as per the direction of the officer-in-charge.
 - 8) All the materials used shall be got approved by the officer-in-charge deputed for the work before being used for the timely completion of the project.
 - 9) Constant attention of the experienced technicians of the contractor is to be ensured for the smooth and trouble-free operation of the Air Conditioners. Contractor's workmen having required technical experience / skill shall be present during working hours of the company. An attendance register shall be kept in officer-in-charge's office and to be signed by each technician/ supervisor.
 - 10) In addition to the above Technicians, at least one qualified and experienced Technical Supervisor of the Contractor shall be deployed for co-ordinating the job. In case of emergencies contractor attend the machine as Sundays/ Company holidays/ after normal working hours without any extra cost.
 - 11) All relevant test certificates for the refrigerant gas & spares are to be produced by the contractors if officer-in-charge demands.
 - 12) The rate shall be firm throughout the period of contract.
 - 13) The entire works should be carried out as per the direction of the officer-in-charge deputed for the work.
 - 14) If the contractor fails to carry out the work as per terms and conditions, the Security Deposit will be forfeited to the company and the work will be arranged through some other agencies, as may be decided by the company at the risk and cost of the contractor. Any loss sustained to the company by any such failure on the part of the contractor shall be realised from him.
 - 15) The date of commencement of work and the date of completion of work shall be strictly adhered to by the contractor.
 - 16) Cochin Shipyard Limited reserves the right to make any alterations, additions or substitutions to the existing specifications, add or delete number of equipment to be serviced as well as the periodicity of servicing, if found necessary during the progress of work and the contractor is bound to carry out the work as per such requirements.
 - 17) Speed limit inside CKSRU premises is Max.10 Km/Hr

- 18) CSL will not take any responsibility for any liabilities caused by the firm in respect of tax, insurance, road permit, penalties by authorities etc. or will not compensate part or full whatever may be the reasons.
- 19) CSL reserves the right to short close the contract if the requirement does not exist due to any circumstances include Force Majeure events with the charges payable as per actual work done.
- 20) CSL reserves the full right to change the work scope / amend the work scope according to the site condition.
- 21) Vendor details to be submitted along with the technical bid as per annexure II.
- 22) Bid should be valid for a period of 120 days from the date of submission of tender.
- 23) The bidders may contact Shri. Amit Kumar Das, Assistant Manager (CKSRU) email id: amitkumar.das@cochinshipyard.in, mob: 9832597168 for any clarifications regarding scope of work.

D. GENERAL CONDITIONS

- 1) Sealed tenders addressed to The Deputy General Manager (CKSRU) shall be dropped in the 'CKSRU Tender Box' kept at the office of Gate No. 9, Netaji Subhas Dock, Circular Garden Reach Road, Kolkata – 700024, West Bengal by the due date and time. Password protected tenders shall be send via email in prescribed format to amitkumar.das@cochinshipyard.in by the due date and time.
- 2) In the case of tenders floated in website, all corrigenda, addenda, amendments and clarifications to tender specifications will be hosted in the website www.cochinshipyard.in and not in the newspaper. Bidder shall keep themselves updated with all such developments from CSL web site till the last date and time of submission of tender. However, it is advised to contact the officer-in-charge of the work for any clarifications before the due date of the tender.
- 3) All documents, instructions, catalogues, brochures, pamphlets, norms, reports, labels on deliveries and any other data shall be in English language.
- 4) L1 shall be arrived based on lowest quoted total amount excluding GST. Price Bids shall be evaluated based on L1 cost as per the price bid format. Normally CSL will award the contract to the Bidder who has been substantially responsive to the bidding documents and who has offered lowest evaluated total amount. However, if in the opinion of CSL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, CSL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by CSL shall provide the analysis of rates/break – up of amount quoted by him for any or all items to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted price.
- 5) Corrections and additions if any in the rate quoted must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, the unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
- 6) The contract shall be on a principal-to-principal basis and it will not create any employer, employee relationship between CSL/CKSRU and the firm or its employees/personnel. This contract shall also not be deemed to create any partnership, joint venture or any association between CSL/CKSRU and the firm.
- 7) CSL/CKSRU reserves the right to award the contract to one or more firms or may split the scope of work, depending upon the actual necessity, as deemed fit.

- 8) CSL/CKSRU reserves the right to reject any or all the offers without assigning any reason whatsoever.
- 9) The rates agreed upon as per quotation remain firm and fixed and will not be changed till conclusion of contract including extended period, if any.
- 10) CSL/CKSRU reserves the right to terminate the contract at short notice in case the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of any contract conditions. No claim whatsoever will be entertained by CSL/CKSRU on this account.
- 11) The bidders are expected to inspect the site to know the nature of work and site condition with prior intimation to the officer in charge. Bidders can contact officer-in-charge of the work which is indicated in the tender document for any clarification before submitting the offer. If clarifications/ details are not obtained before the tender is submitted, no claim on this account will be admitted. The submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender
- 12) The bidders are expected to familiarise himself, labour situation, wages and benefits applicable to labours, working hours, prior to quoting the rates. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
- 13) All taxes, duties, transportation and insurance etc applicable should be included in the rate quoted, unless specified otherwise. CSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
- 14) Bidders to note that no advance payment will be made by CSL against work order/ supply order issued.
- 15) Tender documents issued are not transferable. Tender documents issued/ downloaded shall be submitted wholly without altering any part.
- 16) The bidder shall not have been debarred/ black listed by CSL or by any of the Public Sector Undertaking or Government department etc.
- 17) Bidders are to carefully go through the tender documents and shall agree to CSL terms and conditions, specifications, scope of work etc and quote their offer accordingly. All the pages of tender documents shall be signed and duly sealed by the bidder as a token of the acceptance of conditions stated therein.
- 18) No interest shall be paid for Security Deposit or Performance guarantee.
- 19) During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall Any attempt on the part of the bidders or their agents to influence the officers, supervisors, employees of CSL in their favour by means of canvassing or any other means will entail disqualification/ rejection of the bidder & bid.
- 20) Acceptance of a bid will rest with the competent authority, who does not bound himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason for the same.
- 21) Bringing in new conditions after the tender opening will not be allowed. Under no circumstances, will an enhancement of quoted rate 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/execution within the stipulated delivery/completion period will entail cancellation of the order and forfeiture of EMD/Security Deposit, if any/ and or risk purchase.
- 22) Cochin Shipyard Ltd. shall without prejudice to any right or remedy is at full liberty to blacklist the bidder or the bidder will be suspended till the time specified in the tender if the bidder withdraws his tender before the validity period or

makes any modifications in the terms and conditions of the tender which are not acceptable to CSL. After the issue of work order by CSL, failing /refusing to execute the agreement/ start the work, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractors calculated and the wilful breach of the contract, CSL shall have full right to take suitable action against the firm.

- 23) Unless and until formal agreement is prepared and executed, this tender together with your written acceptance there of shall constitute a binding contract between the bidder and CSL.
- 24) Security deposit will be released one month after completing the contract period satisfactorily.
- 25) The contractor is expected to acquaint himself with the site conditions, labour situation, wage and benefits applicable to labourers, working hours, out turn of work by labour and the fluctuations which are likely to happen till the work is completed on all the above aspects prior to quoting the rates.
- 26) The work shall be inspected by the Officer -in-charge, his authorised representative or any other third party deputed by the Officer-in-charge. Officer-in-charge will have full liberty to impose penalties for the violation of any of the agreement clauses.
- 27) Cochin Shipyard Limited reserves the right to make minor alterations, additions or substitutions to the existing specifications/ scope of work, if found necessary during the progress of work and the contractor is bound to carry out the work without any additional cost, as per such altered specifications.
- 28) **Force Majeure Condition:** Should failure in performance of the contract or part there of arise from war insurrection, restraint imposed by Government, Act of Legislature of other statutory Authority or illegal strike (event like local strike/ harthal etc in the yard, state or national), riot legal lock out, flood, fire, explosion, Act of God of any inevitable or unforeseen beyond human capacity which may be constructed 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 or cessation.
- 29) **Tax Elements:**
 - a) The tax rate of the goods and services would be as per the Govt of India published GST rate schedule for goods & services. The rates have been mapped with HSN & SAC in the rate notification issued by the government. The rate schedule should be referred to identify the applicable rate.
 - b) Permanent Account Number (PAN) obtained from Income Tax Department should be mentioned in the invoice for inclusion of PAN in the TDS returns filed by CSL.
 - c) GST Id should be mentioned.
 - d) The invoices should be as per the provisions of GST law. The invoices should mandatorily contain the HSN code/SAC and GSTIN number along with other particulars. The GST charged (CGST & SGST or IGST) should be separately indicated in the invoice.
 - e) Tax inclusive invoices will not be accepted.
 - f) All correction/rectification in the invoices should be done through Debit note/ Credit note only.
- 30) Any disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Ernakulum, Kerala, India.

31) Entry and Exit of Personnel:

- a) Entry/exit passes for the personnel to visit CKSRU, if required, shall be arranged by the agency after completing necessary formalities without any additional cost.
- b) Vendor representatives are required to produce a valid police clearance certificate to avail gate passes for entering CKSRU premises, if required.

32) Safety Rules:

- a) The firm shall ensure that the personnel employed by them are working in complete compliance with CKSRU HSE rules. All personnel deployed at site shall wear PPE at all times when working within the factory premises of CKSRU. PPE is to be provided by the contractor/firm including, coverall, safety shoes, safety helmet, gloves, safety glasses, full body harness etc. The firm/contractor shall be entirely responsible for the safety of all personnel employed by him on the work and should ensure that the personnel are adequately covered under insurance.
- b) The firm shall be solely responsible for any consequences arising out of any loss, damage or accident caused to the personnel engaged by him on duty. Any labour issues with employees have to be settled by the contractor or firm themselves. CSL/CKSRU will not have any responsibility for any issue between firm and the employees, for any injury or illness to firm's workmen/other personnel during execution of work. In this regard firm will have to fully indemnify CSL/CKSRU against any claim made by his workmen/other personnel.
- c) **Additional safety provision:** For the work carried out within dock area the contractor shall abide by all provisions of the dock workers (Safety, Health and Welfare) Regulation 1990 without causing any damage / accident in the work premises which will be ultimately causing loss to CKSRU either directly or indirectly. The Contractor has to take all the necessary safety measures to prevent any damage/ accident at site during the execution of work.

33) Statutory Conditions and Labour Laws:

- a) The firm must comply with statutory requirements, ESI/EPF, and other labour laws/regulations in force and as amended from time to time by Govt. of India. The firm must abide by minimum wages act as governed by Govt. of India rules in force and as amended in future.
- b) The firm shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, 'Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to them and their workmen employed.
- c) All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen at CKSRU. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- d) The firm shall be solely responsible for the payment of wages, salaries and other legal dues of its personnel who are employed or deployed by it from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service and salary has to effect before 10th of every month preceding the wage month. CSL

reserves the right to ask the firm to submit satisfactory evidence of payment due, salaries etc. In any event, CSL/CKSRU shall not be liable for any payments, dues, wages and salaries of the personnel employed by the firm.

- 34) **Arbitration:** It is clarified that the firm cannot go for arbitration for any disputes arising out of the agreement related to this contract work. Cochin Shipyard Ltd. has a grievance redressal cell and all questions, disputes difference or differences arising under, out of, or in connection with the contract after hearing by Cochin Shipyard Ltd Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kochi.
- 35) **Indemnity Clause:** The firm shall indemnify CSL/CKSRU and keep harmless against any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against CSL/CKSRU directly or indirectly by reason of:
- a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
 - b) Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.
- 36) **Instruction to Bidder for Submission of Quote:**
- a) Tenders are to be submitted in password protected email and should reach CSL on or before the last date and time for submission of tender. Email address for submission of tender is amitkumar.das@cochinshipyard.in with a copy to harikrishnan.n@cochinshipyard.in and sreejith.s@cochinshipyard.in. Bidder should make sure that they get an acknowledgement by return mail after submission of tender. CSL shall not be responsible for non-receipt of e mail sent by the firm.
 - b) Bid is to be submitted with password protection in the rate format provided at annexure III.
 - c) Details of services offered shall be provided along with the bid.
 - d) The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
 - e) Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
 - f) All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
 - g) If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously and CSL has the right to reject the offer if required.
- 37) **Special Instructions for Two Bid Systems:**
- a) **Mode of submission of tenders-**
Tenders should be submitted in two separate sealed covers superscribed in capital letters as PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" indicating the tender number, due date and name & address of the tenderer.
 - b) **Techno-commercial part should contain following details-**

- i) Details as per the minimum eligibility criteria.
 - ii) EMD as per the tender document
 - iii) Other conditions, if any
 - iv) Deviation list, if any
 - v) Copy of unpriced Price bid (Price bid without price & with percentage of taxes & duties and details like quoted /Nil/Included need to be mentioned for each line item.)
 - vi) Complete set of tender documents duly signed and sealed on all pages as a token of acceptance of tender terms and conditions.
- c) **Price part should contain following details-**
- i) Duly filled price bid with signature and stamp as per the tender document.
 - ii) CSL reserves the right to alter, modify the scope of supply at their discretion and consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.
 - iii) 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. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. Tenderers shall not be allowed to attend the Techno-commercial bid opening.
 - iv) After submission of quotation / price opening, no unsolicited correspondence will be entertained.
 - v) 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.
 - vi) Price part should be submitted in the Price Bid format provided. Price should be quoted separately for each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid. In case if there is any corrections/ multiplication or calculation error / ambiguity in the price bid, unit rate quoted will be considered as base and calculation will be done accordingly.
 - vii) Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected. In case if there is any ambiguity, unit rate will be taken as base and calculation will be done accordingly.

VENDOR DETAILS**ANNEXURE-II**

1	Name of the Bidder/Firm	
2	Registered office Address of Company/Firm	
3	Registered office Address of Company/Firm in Kolkata	
4	Telephone No./Fax No./Mobile No	
5	E-mail address	
6	Names of the contact person & designation	(i) (ii) (iii)
7	Type of Entity – Proprietorship / Partnership firm / Company / NSIC / MSME Category etc. (Please attach registration certificate of Firm / Partnership agreement / proprietorship documents)	
8	PAN Card Number	
	GST Registration Number (GST certificate to submitted along with the technical bid)	
	EPF registration no. (EPF registration certificate to be submitted along with the technical bid) Note: In case firm does not have EPF registration reasons thereof to be indicated	
	ESI Registration No. (ESI registration certificate to be submitted along with the technical bid). Note: In case firm does not have ESI registration reasons thereof to be indicated	
	Copy of License if applicable	
9	Whether the Agency has been blacklisted/debarred or given tender holiday or contract terminated before expiry of the contract period by any 'Govt./autonomous bodies/ organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (please tick as applicable) If yes, please furnish details on a separate sheet

Sign & seal of contractor:

PRICED BID FORMAT**ANNEXURE-III**

Sl. No.	Description of work/ item	Qty of AC units (No's) (A)	Unit rate excluding GST (Rs.) (B)	Total rate excluding GST (Rs.) (C=A*B)	GST%	HSN/ SAC code
1	Comprehensive routine, preventive and breakdown maintenance/ Servicing of the below mentioned Split AC units per annum as per the scope of work					
1.a	Capacity: 1 Ton	34 Nos.				
1.c	Capacity: 1.5 Ton	4 Nos.				
Grand Total Amount Excluding GST (Rs.)						

Note:

1. Grand Total amount excluding GST will be the criteria for considering L1.
2. In the case of error in multiplication/ addition in the amount calculated, the unit rate quoted will be considered as correct and the amount will be calculated accordingly.
3. All works to be carried out as per scope of work and technical specification.

Signature of Firm/authorised signature

of firm or agency:

Name of firm or authorised signatory of firm/agency:

Designation:

Address:

Contact No: