



CSL/CKSRU/PROJ/708/2026-27

01 Sep 2026

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/708/2026-27 दिनांक xx xxx 2026 CSL/CKSRU/PROJ/708/2026-27 dated 01 Sep 2026
कार्य का नाम Name of Work	बर्थ नंबर 6, सीकेएसआरयू पर बूम बैरियर, पैदल यात्रियों के प्रवेश द्वार और गेट के साथ चेन फेंसिंग की सप्लाई और इंस्टॉलेशन।। (विस्तृत विनिर्देश अलग से संलग्न है) SUPPLY & INSTALLATION OF BOOM BARRIER, PEDESTRIAN ENTRY, AND CHAIN FENCING WITH GATE AT BERTH NO. 6, CKSRU. (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	रु. 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 01 Sep 2026 को 16:00 बजे तक 01 Sep 2026 at 16:00 hrs.
निविदा खोलने की तिथि एवं समय Date & time of opening of tender	दिनांक 01 Sep 2026 को 16:00 बजे तक 01 Sep 2026 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.





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 AGM – I/c (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 sent 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

F. Amit Kumar Das.

For

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

उप महाप्रबंधक (सीकेएसआरयू)
AGM – I/c (CKSRU)



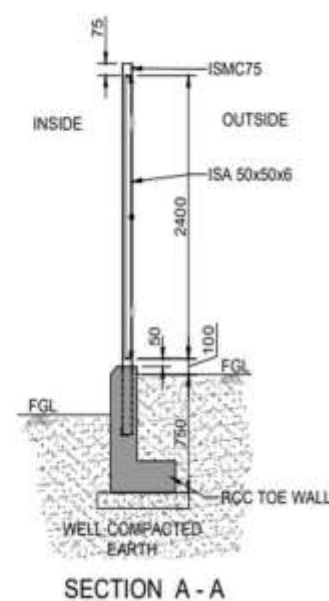
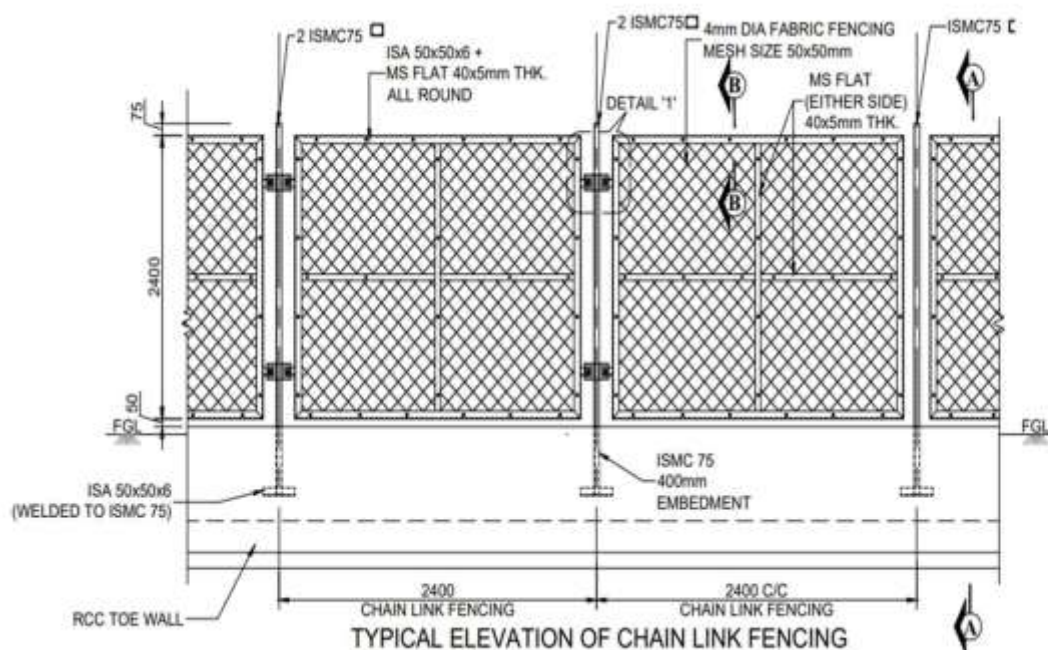
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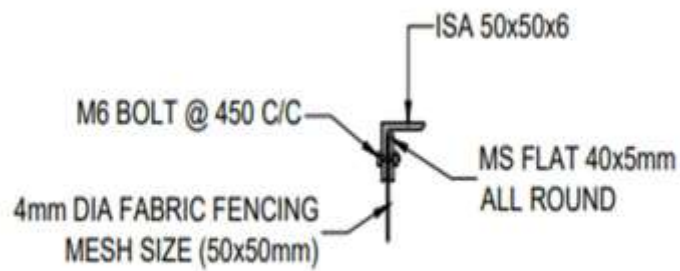
A. SCOPE OF WORK

Work includes supply and installation of boom barrier, pedestrian entry, chain link fencing, gate and carrying out associated civil works as per specifications at berth no. 6, CSL – Kolkata Ship Repair Unit, Kolkata.

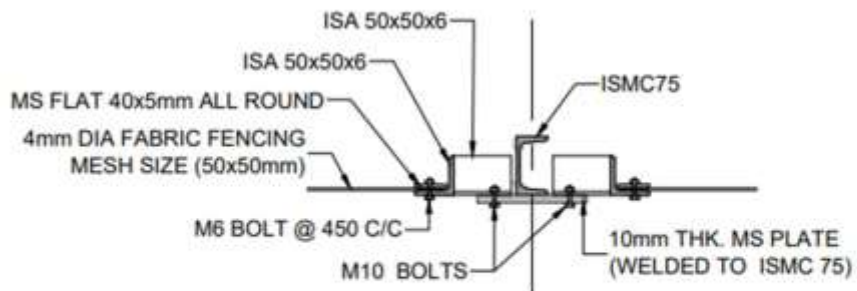
B. TECHNICAL SPECIFICATIONS**1) Chain fencing**

- a) Height of Fencing: 2.4 Meters
- b) Length of fencing: 250 meters (approx.)
- c) Width of Fencing: 2.4 Meter each interval
- d) Fencing material – GI wire mesh fencing of 50x50x4 mm thick
- e) Fencing Support Pillar: ISMC 75
- f) Fencing support angle Frame: ISA 50x50x6 + MS Flat bar 40x5 mm Thick (IS 2062 E250 grade/equivalent)
- g) R.C.C toe wall of height 750 mm shall be provided at every support column of wire mesh fencing. The vertical supports of fencing shall be installed on this concrete foundation.
- h) Necessary area preparatory works like excavation of all types of soils, levelling, compacting etc., to ensure the proper setting up of foundation and fencing shall be done by the contractor.
- i) Clearing of area including removal of trees/bushes shall be done by contractor prior installation.
- j) All the materials, labour, machinery etc., required to complete the scope of the work shall be arranged by the contractor.
- k) A typical wire mesh fencing drawing is indicated below for reference purpose.

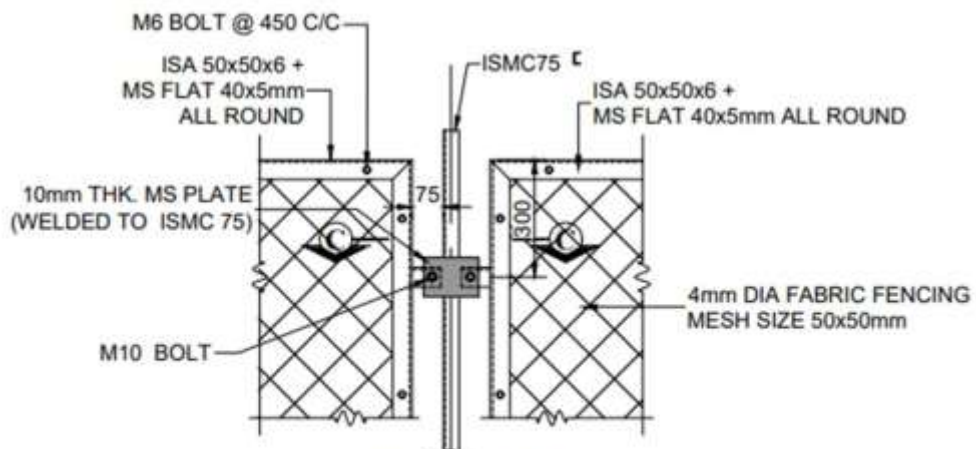




SECTION B - B



SECTION C - C



DETAIL - '1'

2) Hinged gate

Specification of the hinged gate are as follows.

- a) Width: 5m (in two halves of 2.5 m each)
- b) Height: 2.4 m from ground level
- c) Type: Heavy duty hinged supports of required quantity
- d) Door Frame: MS angle of 50x50x6mm thick
- e) Door: GI wire mesh of 50x50x4 mm thick
- f) Provision for locking has to be provided

3) Boom Barrier

Specification of boom barrier is as follows.

- a) Arm dimension (mm): approx. 100x40
- b) Boom length: 6 mtr. (single boom)
- c) Controller protection rating: IP55
- d) Power supply: 230/120 VAC
- e) Motor power Supply: 24 D.C
- f) Motor type: Heavy duty motor
- g) Frequency: 50 - 60 Hz
- h) Power: 250W (min)
- i) Current draw: 15 Amps
- j) Torque: 600 NM
- k) Duty Cycle: Intensive use (1200 times/day minimum)
- l) Opening & closing speed (Sec): 6 (max)
- m) Operating temperature (Degree Celsius): -20 to +55
- n) Open / close movements shall be smooth without shaking.
- o) No range limiting switch or blocks.
- p) Power failure operation requirement - If power failure occurs during the boom arm closure, boom has to close down automatically and if power failure occurs during boom arm opening, boom has to continue to open automatically.
- q) Reflective strips have to be provided on boom barrier.
- r) Safety Features & Protections - Each boom shall have followed in-built protection mechanism: -
 - i. Bright blinking LED lights has to be mounted around the arm and have to be visible even in bright day light.
 - ii. The offered boom barrier shall have anti-collision protection technology, preventing the boom arm getting damaged in accidental collision or touching by a vehicle.
 - iii. Boom shall have in-built photo-sensor to prevent the lowering of boom arm and automatically retract to open position upon detection or contact with an any object.

4) Pedestrian Entry

Specification of pedestrian entry is as follows.

- a) Type: Tripod turnstile
- b) Width: 1m (Appx)
- c) Material: Stainless steel
- d) Operation: Automatic card entry
- e) Controller Protecting rating: IP55

5) General notes

- a) All the materials, labour, tools & tackles, and machinery required to complete the job are in the scope of the contractor.
- b) Packing, loading, Transportation, unloading, and associated expenses of all the supply items shall be in the scope of the contractor.
- c) The chain-link fencing, gate and boom barrier has to be installed as per the below given indicative layout (Fig-1).
- d) The dimensions & quantity indicated in the sketch are only indicative. Measurement and certification are as per actual executed quantities.
- e) Cement has to be procured from ACC/Ultratech/Ambuja/JSW and Steel to be procured from the SAIL/Jindal/TATA/AMNS/RINL.
- f) One-year warranty to be given for the boom barrier and accessories.
- g) Approval must be obtained from Officer in Charge prior to supply of all major items such as Boom barrier, Pedestrian entry and fencing materials.
- h) Clearing of area including removal of trees/bushes/other debris shall be done by contractor prior to installation.
- i) Bituminous paint has to be applied on the concrete foundations.
- j) 01 coat of epoxy primer and 02 coats of anti-corrosive marine grade finish paint have to be applied to steel structures. Finish colour shade shall be confirmed by CSL during the installation of structure.
- k) CSL shall have the right to propose changes/modifications to the indicated scope. Contractor must follow the instructions from CSL and execute the job without hindrances.

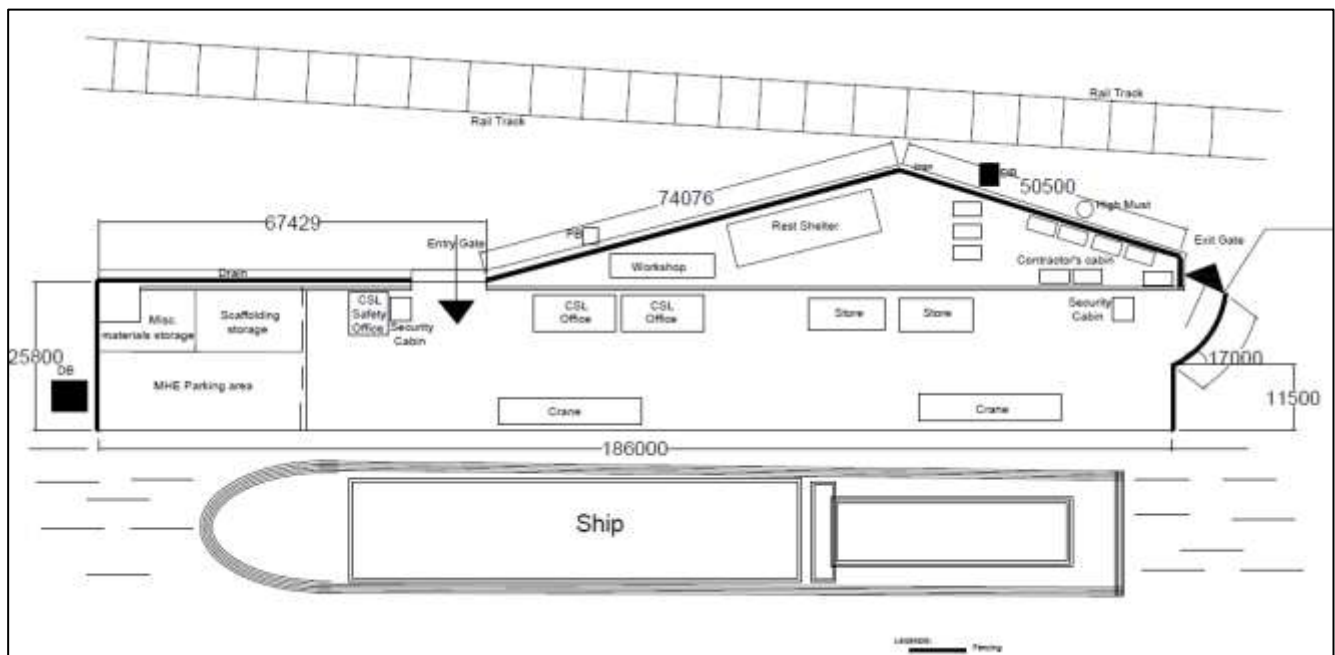


Fig-1: Fencing layout plan for berth no. 6

C. ELIGIBILITY CRITERIA

The minimum qualification criteria for participating in the tender are as follows:

Sl. No.	Particulars	Eligibility Criteria	Proof/ Documents Required
1	Experience in relevant field	The bidder should have an experience of having completed similar works during the last 5 years ending last day of month previous to the one in which tenders are invited. • One similar completed work of value not less than 39 Lakhs OR • Two similar completed works of value not less than 24 Lakhs OR • Three similar completed works of value not less than 19 Lakhs. Definition of similar work: structural and civil works on turnkey basis.	Documentary evidence in regards to experience issued to the bidder by clients [Work order and work completion proof indicating details of work and value of work executed] must be submitted along with the technical part of the bid.
2	Registered office in Kolkata/ Howrah	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 to be submitted.
3	Financial capability	The firm should have reported positive net worth during the last three financial years (FY – 2025-26/2024-25/2023-24).	Profit and loss account statement for the respective financial year.

D. PRICED BID FORMAT

Sl. No.	Description of Items	Unit	Qty (A)	Unit Rate Excl. GST (B) (Rs)	Total Rate Excl. GST (C= A*B) (Rs)	GST%	HSN/SAC Code
1	Supply, fabrication and fixing of G.I wire mesh fencing along with the associated civil works as per the technical specifications.	MTR	250				
2	Supply, fabrication and installation of gate as per the technical specifications.	No.	1				
3	Supply & installation Boom barrier (6m long) as per the technical specifications.	No.	1				
4	Supply & installation pedestrian entry as per the technical specifications.	No.	1				
Total Amount Including GST							
Total Amount Including GST (in words)							

Note:

- 1) L1 will be determined based on the lowest total amount quoted excl. GST as mentioned above.
- 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) The above indicative list of items along with respective quantities (not limited to) shall be considered as minimum requirement for preparing the quotation. However, if any additional item including hardware, accessories/ components other than those specified above is required for the satisfactory completion of project as per the scope of work shall be under scope of contractor under no extra cost.
- 4) Payment shall be done based on the actual quantity of work executed.

Signature of Firm/authorised signature of firm or agency:

Name of firm or authorised signatory of firm/agency:

Designation:

Address:

E. SPECIAL TERMS & CONDITIONS

- 1) **Mode of Tender:** The tender is to be submitted in two-bid system. Please refer Clause F.37 for more details.
- 2) **Period of Completion:** The entire work including supply, installation, testing and commissioning should be completed within 45 days from the date of acceptance of work order subject to readiness of site for the work. On site clearance, the contractor should commence the work immediately on priority basis, as directed by executing officer. In the event of delay from CSL side, the same will not be considered onto the contractors work completion period.
- 3) The bidder shall clearly provide the model no. and brand name for the quoted items along with required supporting documents/ brochure/ datasheets.
- 4) Tender reference (tender number and Name of Work) should be clearly indicated on the top of respective covers.
Cover 1: Technical bid [Duly signed all technical documents including eligibility criteria, un priced bid]
Cover 2: Price Bid
- 5) CSL may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if they have:
 - a) Submitted the Proposal documents after the response deadline.
 - b) Submitted a proposal that is not accompanied by required documentation or is non- responsive.
 - c) Failed to produce clarifications related thereto, when sought.
 - d) Submitted more than one proposal.
 - e) Not meeting any other applicable criteria in Tender
- 6) **Validity:** The offer should be valid for a minimum period of 4 months from the date of tender opening.
- 7) **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.
- 8) **Security Deposit:**
 - a) The Contractor shall remit a security deposit of 3% of the total order value (excluding taxes, duties,) in the form of Bank Guarantee / demand draft drawn in favour of Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a DD / Bank Guarantee equivalent to above % of the total order value (excluding taxes and duties) as per CSL format from an International Bank as per approved list of banks available in CSL website (for overseas contractor) & Scheduled Indian bank for Indian supplier/contractor is to be submitted within 14 days from the date of issuance of order.
 - b) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of works in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period indicated plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of contractor with lien marked in favor of Cochin Shipyard Limited, Kochi.

9) Payment terms:

- a) 100% payment shall be released after completion of total scope of the work and acceptance by CSL representative at the site. Payment shall be made within 30 days of receipt of invoice at CSL. 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) Delivery challan / Work completion certificate 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.

10) Performance guarantee: The contractor has to guarantee the supply and installation for a minimum period of One Year as Performance guarantee from the date of commissioning and acceptance of the entire system by CSL against defective workmanship / inferior quality of materials used. Any defects found during the above period have to be rectified by the contractor at his own expenses including replacement of components if any required. The defects are to be attended within 48 Hr from the time of intimation from CSL and immediate solution shall be attained.

11) Liquidated Damages: In case any delay in completion period, the contractor has to pay Liquidated Damage (LD) a sum equivalent to ½% (half percentage) per week or part of the week of the basic order value subjected to maximum of 10% of the basic order value. In the event of delay from CSL side, the same will not be considered onto the contractors work completion period.

12) Risk Purchase: If the contractor fails to supply or commence the work, in time as per the tender terms/work order, CSL shall have the following rights.

- a) To terminate the contract within 15 days of notice forfeiting the EMD and security deposit
- b) To initiate alternative arrangements at the risk and cost of the contractors

13) Contract Price: The price / rate shall be inclusive of GST, levies etc. However, if the GST are mentioned separately by specifying the prevailing rate in such cases government changes can be considered.

14) CSL reserves the right to reject any or all the tenders that are found ineligible in any aspect (technical or commercial).

15) Mandatory Compliance Under Labour Laws:

All subcontractors engaged in CSL for various sundry and sporadic works other than material supply are required to comply with various applicable labor laws enacted by central as well as state Government such as (i) Employees Provident Funds & Miscellaneous act 1952 (ii) Payment of wages Act 1936 (iii) Minimum wages act 1948 (iv) Contract labor (Regulation & Abolition) act 1970 (v) Inter-state migrant (Regulation of employment and condition of service) act 1979 (vi) Employees state insurance act 1948 (vii) Workmen compensation act 1923.

All workmen of contractor should be either covered under ESI/PF or Employees Compensation Insurance Policy. The contractor should furnish their registration code. ESI/PF/ Employee Compensation Insurance Policy code numbers issued by competent authority. The supporting documents for the same may have to be submitted to CSL in the event of requirement. CSL reserves the right for the deduction of ESI/PF/ Employees Compensation Insurance from the bill or invoice, if required.

Note:

- i) The documents / certificates submitted by bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection/ disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.

- ii) The bidder shall ensure that necessary spares are always available with their service centres in West Bengal state to provide necessary after sales service to CSL during and beyond the warranty period up to 5 years.
- iii) Bidder shall see the General Terms and Conditions pertaining to above aspects and shall request for site inspection, if necessary, for full clarity of the site conditions.

F. 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 only after attending all the defects pointed out to the contractor during the defect liability period. Any work which are not attended/ replaced during the defect liability period within a reasonable time given by Officer-in-charge, the work will be carried out at the risk and cost of the contractor by CSL
- 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.

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE / WARRANTY
GUARANTEE

To

COCHIN SHIPYARD LIMITED – KOLKATA SHIP REPAIR UNIT (GOVT. OF INDIA ENTERPRISE,)
Gate No. 9, Netaji Subhas Dock, Circular Garden Reach Road, Kolkata – 700024, West Bengal

WHEREAS (Name & Address of Supplier) (Hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract No Dated:to execute (Name of Contract and brief description of works) (Hereinafter called "**the Contract**"). AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD – KOLKATA SHIP REPAIR UNIT** (The Buyer hereinafter called "**CKSRU**") in the said contract that the Supplier shall furnish **CKSRU** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at (Address of Head Office) and acting through its branch office at (Address of the executing branch) (hereinafter called "**the Bank**") hereby affirm that we are the Guarantor and responsible to **CKSRU**, on behalf of the Supplier up to a total of (amount of Guarantee) in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 days of such notice. A copy such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed (..... only).
2. This Bank Guarantee shall be valid up to (date)and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if CKSRU serve upon us a written claim or demand on or before (validity date).

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the

Guarantor:

Name of Bank:

Address:

Date:

[¹] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars/Indian Rupees/Other Currency.