

TENDER ENQUIRY

Enquiry Ref No: SR4/Ele.Repair1/DredgeXV/CKSRU

Dt. 24.11.2021

Dear Sir,

Sealed Tenders in **Two Bid**, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in two separate covers as 'Part I Techno Commercial' & 'Part II Price' for the Electrical Repair Package- 2A Jobs for repair vessel DCI Dredge XV which is scheduled to refit at **CSL KSRU (Cochin Shipyard Ltd- Kolkata Ship Repair Unit), Kolkata.**

1 The offers as above should reach CSL-Cochin on or before the last date and time shown. Tenders should be addressed to "The Dy. General Manager (Ship Repair Materials), Cochin Shipyard Ltd., P.B. No. 1653, Cochin - 682 015, Kerala".

2. **Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before 11.00 hrs (IST) on 06.12.2021, if delivery of sealed offers cannot be ensured at CSL-Cochin on the due date.**

3. The offer shall indicate payment terms and other terms and conditions.

4. Quotation should be valid for a period of 120 days.

5. Firms are requested to submit the bid by email only due to current Covid-19 situation (Price part password protected) to all the following email address.

vinuraj.ps@cochinshipyard.in; csl.sr4r@cochinshipyard.in;

jisha.eashy@cochinshipyard.in, rahuldev.r@cochinshipyard.in

Enquiry Ref No: SR4/Ele.Repair1/DredgeXV/CKSRU

Last Date & Time of Receipt of Tender: 06 December 2021 at 11.00 Hrs IST.

Tender Opening date & time: 06 December 2021 at 15.30 Hrs IST.

NOTE: Amendment if any will be notified on CSL/Govt. Website. The bidders are requested to keep themselves informed of the development by visiting CSL website www.cochinshipyard.com and the CPP portal www.eprocure.gov.in regularly. Such amendments shall be binding upon them.

Enclosures: -

1. Special Instruction for Two Bid Systems. (Encl 1).
2. Scope of work & Technical Requirements. (Encl 2).
3. Price bid format. (Encl 3).
4. Rules for engaging contractor's workmen in CKSRU. (Encl 4).
5. Compliance matrix. (Encl 5).
6. Specific Terms & conditions. (Encl 6).
7. General Terms & conditions. (Encl 7).
8. Tender Qualification Criteria. (Encl 8).

9. Bank Guarantee Format. (Annex 1).
10. Mandatory compliance under applicable Labour Laws. (Annex 2).

Signed copy of following documents shall be submitted along with technical bid

1. Scope of Work & Technical Requirements. (Encl 2).
2. Un-priced price bid format (Clearly indicating Quoted/not Quoted against each line item as per price bid format) (Encl 3).
3. Rules for engaging contractor's workmen in CKSRU. (Encl 4).
4. Compliance matrix. (Encl 5).
5. Specific Terms & Conditions. (Encl 6).
6. General Terms & Condition. (Encl 7).
7. Document proving Tender Qualification Criteria. (Encl 8).
8. Mandatory Compliance under Applicable Labour Laws. (Annex 2).

Price bid duly signed and sealed by the authorized person need to be protected with password and shall be separately attached/enclosed in the mail. Offer submitted in single bid may not be considered

In case of technical queries & gate pass, please contact Mr. Hari Krishnan Namboothri Manager (New Projects) (CKSRU) Mob No: +91 8129600649/SREEJITH S (Deputy Manager): +91 7012135212.

Yours faithfully,

Dy. General Manager (Ship Repair Materials)

CSL-KOLKATA SHIP REPAIR UNIT (CKSRU)
Kolkata
SPECIAL INSTRUCTION FOR TWO BID SYSTEMS

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tender by email only.

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS: -

- I. Drawings & Technical Literature, if any
- II. Other conditions, if any
- III. Signed and stamped copy of Scope of work & technical requirements (Encl: 2), Rules for engaging contractor's workman (Encl: 4), Compliance Matrix (Encl: 5) Specific terms & conditions (Encl: 6), General terms & conditions of the tender (Encl: 7), Tender Qualification Criteria (Encl: 8), Bank Guarantee Format (Annex.1) & Mandatory compliance under applicable labour laws (Annex.2).
- IV. Deviation list, if any
- V. Price bid without price clearly indicating quoted/ not quoted against each line item/ DL (Encl: 3) duly sealed and signed.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

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

4. CSL/CKSRU reserves the right to alter, modify the scope of supply at their discretion as applicable to the contract from time to time.

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial Part. Firms will be intimated the date of opening of the price part, whose Techno- commercial bid is acceptable, in due course.

6. The tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".

8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.

9. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.

10. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.

11. Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
12. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
13. The bidder shall submit a signed & sealed copy of the tender document including Encl 2, 3, 4, 5, 6, 7, 8, & Annex.2 along with their bid as token of acceptance of terms & Conditions.
14. An Integrity Pact as per CSL/CKSRU format is to be signed and submitted later (if necessary).
15. The quantity projected in the scope of work is estimated. There may be upward/downward variations in actual quantity.

Deputy General Manager (Ship Repair Materials)

Scope Of Work			
Electrical Repair Package -2A For The Vessel DCI Dredge XV			
Enq. No: SR4/Ele.Repair1/DredgeXV/CKSRU		Encl:2	
Sl.No	Description	Qty	UoM
Overhauling of Motors			
1	<p>LP Hyd. Pump motor 45 KW Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved. The same to be brought back, refitted in position, after repair / overhauling , motor to be coupled, aligned & trials to be shown to ship staff.</p>	6	Each
2	<p>HP Hyd. Pump motor 5.5 KW Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved. The same to be brought back, refitted in position, after repair / overhauling , motor to be coupled, aligned & trials to be shown to ship staff.</p>	2	Each
3	<p>CPP pump motor 7.5 KW Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved. The same to be brought back, refitted in position, after repair / overhauling , motor to be coupled, aligned & trials to be shown to ship staff.</p>	2	Each
4	<p>Raw cooling water P/P motor 45 KW Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved. The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff</p>	3	Each
5	<p>LT cooling water P/P motor 30 KW Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved. The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled,aligned & trials to be shown to ship staff.</p>	3	Each
6	<p>General service P/P motor 30 KW Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved. The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff.</p>	2	Each

7	<p>Working air compressor motor 24.5 KW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff.</p>	1	Each
8	<p>FW pump motor 11KW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff.</p>	2	Each
9	<p>A/C palnt compressor motor 45 kW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff</p>	2	Each
10	<p>A/C blower motor 16 KW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>For blower motor, dynamic balancing to be done along with fan. If any other defect if observed to be rectified)</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor</p>	1	Each
11	<p>Fridge compressor motor 5.5 KW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff.</p>	2	Each
12	<p>Anchor winch motor 30 KW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff.</p>	2	Each
13	<p>Deck crane travel motor 7.5 KW</p> <p>Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be re-sleeved.</p> <p>The same to be brought back, refitted in position, after repair / overhauling, motor to be coupled, aligned & trials to be shown to ship staff.</p>	1	Each

Technical requirements - Electrical Repairs	
1	Work to be completed within 30 days from the date of receipt of LOI/WO.
2	All vendors are advised to inspect the work scope (including all miscellaneous activities) onboard the ship before quoting
3	All De-gutting/Re-gutting associated with this work scope has to be carried out by the contractor
4	All staging required to undertake the work will be in scope of contractor. Scaffolding material will be supplied by yard.
5	Welding machines with ELCB/RCCB (100mA trip current), Single phase extension boards with ELCB (30 Milli Amp trip current) along with required cable and Oxy Acetylene cutting only (with flash back arrestors) if required for this job to be arranged by the Contractor
6	All lighting arrangements, Industrial DB, ventilation blower with duct, consumables, Cables, Hand lamps etc. to be in Contractor scope
7	Contractor shall clean all the areas after completion of their job/as advised by safety department throughout the period of contract.
8	All lifting tackles, tools and certified rigger required for shipping inside machinery spaces to be arranged by contractor
9	All major electrical activities shall be carried out through a licensed electrical contractor.
10	Quality checks and procedures of CSL to be followed for the entire work and work completion certificate to be obtained from the ship.
11	All consumables are to be supplied by contractor. All materials and spares other than supplied by owner are to be supplied and installed by contractor and certified by CSL QC/Ship staff. All structural works related to the job to be carried out by the contractor.
12	Contractor has to depute a competent Project coordinator and an experienced supervisor throughout the period of contract.
13	Workmen shall be available at project site from morning 08:00 hrs. They shall coordinate effectively with all other sub contractors for carrying out the works in safe and timely manner.
14	Project coordinator shall maintain a PERT chart in consultation with Officer-in-Charge of the work and shall be available for meetings with clients throughout the period of contract
15	All equipment, switchboards / control panels, electronic and communication equipment, all light fittings, electric cables, pipe lines, valves, electric cables, junction boxes, lagging, paneling, obstructions, protrusions, foundations etc in way of welding for electricals repairs work are to be wrapped with proper fire proof covering cloth and protected by the contractor. Any damages to any property of vessel caused by the contractor during execution of the work are to be made good by the contractor at his cost and within contracted duration
16	Motor - Overhauling of motors to include stripping alternator from place/insitu, shifting to shop floor, dismantling, survey, cleaning, varnishing, baking, replacement of worn out parts, chipping & painting of casing. Air gap to be measured before and after overhauling. All windings resistance and insulation resistance to be measured and recorded. Assembling, proving on test bed(if it is overhauling in work shop), shifting back to ship, fitment in place, connect out going cables and prove the alternator on ships load. Rewinding will be at extra cost. Quote for overhaul/repair is to include supply of consumables.
17	Procedure given in technical manual shall be followed for dismantling, overhaul, assembly, testing and commissioning of all major machineries.
18	Scope of supply of consumables includes fasteners(SS or HT as applicable), Gaskets, O-rings, minor seals, sealants, grease, chemicals and other cleaning agents etc are in the scope of Contractor. Transformer to be painted as per paint scheme. Heat resistant paint shall be used.
19	Rectification of defects due to poor workman ship or poor quality of material supplied by the contractor if any, shall be rectified by the contractor without any additional cost.
20	Exhaust/intake Blowers & hoses, Electrical DBs & lighting DBs, lights and lead lamps etc shall be provided by the contractor as required. Electrical distribution boxes having ELCB and individual MCB per switch shall only be allowed to use inside CKSRU Premises.
21	All scraps shall be removed from work site and deposited at designated location shown by site-in-charge. All waste materials / garbage shall be disposed outside PORT premises by respective contractor as per the local municipal rules and regulations.

22	All cutting hoses & gas cylinders shall have required certifications. Contractor is liable to change any hot work accessories subject to the inspection of Cochin Shipyard Ltd representatives.
23	All equipment, switchboards/ control panels, electronic and communication equipment, all light fittings, electric cables, pipe lines, valves, electric cables, junction boxes, lagging, paneling, obstructions, protrusions, foundations etc in way of steel renewal are to be wrapped with proper fire proof covering cloth and protected by the contractor. Any damages to any property of vessel caused by the contractor during execution of the work are to be made good by the contractor at his cost and within contracted duration.
24	All personnel including supervisors employed for the work on the premises of the Contractor will have to wear uniforms with Employee's name prominently printed on the front and back side. All employees should be provided with personal protective equipments such as shoes, gloves, safety helmets cap etc., of approved standards.
25	Overhaul/repair - As contained in the DL serials, the term 'overhaul/repair ' would deem to include removal, dismantling, renewal/repairs, fitment, trials and commissioning. The "Overhaul/repair" indicates comprehensive repairs of all defects existing in the system including replacement of components, fitting back the equipment and proving of system thereafter. The contractor is responsible for completion of trials and commissioning of the equipment renewed/repared/overhauled/calibrated. No separate charges will be admissible for trials trials/commissioning support to be provided by the contractor as the same forms a part of the contractor's responsibility. All works are to be completed meeting the yard requirements within the stipulated time period and work completion certificates should be obtained as per the format provided by CSL
26	QUALITY ASSURANCE & QUALITY CONTROL- QIS AND QAP - The CONTRACTOR shall submit a Quality Inspection Schedule / QAP within 5 days on accepting the job.QIP (Quality Inspection Plans) are to be prepared for all generic equipment, to enable effective QC coverage. QA checks and quality control responsibility is to be clearly defined in the Quality Assurance Plan (QAP). All inspection and clearance of quality shall be in line with CSL requirements. The contractor is to provide a proper PERT Chart and to plan activities including various inspection stages which shall be updated every 7 days. The chart shall show the sequence of all activities including that of dry-docking activities, undocking activities, expected material delivery items, shop floor/onboard system testing and trials etc. The repair work will be undertaken as per OEM/ CSL specifications/standards and quality norms under the quality inspection as per approved rules for Naval vessel under monitoring of the CSL. CONTRACTOR is to clearly indicate in house quality control facilities, stages of inspection and proposed. In order to assure the quality of repair/refit and exercise effective control, the work executed by the CONTRACTOR will be in accordance with CSL inspection schedule as applicable followed by preliminary, stage and final inspection. The repair work will be undertaken as per specified Standards and quality norms of CSL/OEM, ensuring and maintaining quality will be the responsibility of the contractor.
27	General Notes: a) Alignment of Installed Machinery: Removal / fitment of pumps / prime movers/ generators include alignment as per standard marine engineering procedure confirming with requirements of OEM technical manual. Growth of work will not be admitted for alignment of overhauled/repared machinery /equipment. b) The CONTRACTOR shall restore the alignment of units to the specified values, whenever any equipment with shock mounts is to be lifted. c) All the in-way jobs whether specified or not are to be undertaken by the refitting contractor within the quoted price. d) Consumables like grease, varnish, welding electrodes, nuts, bolts, washers, gaskets (nonasbestos), studs, cleaning cloth, cleaning liquids, lub-oil wire brush etc are to be included in the quoted cost by the contractors. e) All equipment and fittings which are not required to be taken out of the Ship are to be properly covered / secured to ensure they are not damaged during the course of the refit. Damages caused during the execution of the work by the CONTRACTOR to be made good by the CONTRACTOR at his cost."

Seal & Signature of authorised person

PRICE BID

Enq. No: SR4/Elc.Repair1/Dredge XV/CKSRU

Encl:3

Sl.No	Description	Qty	UoM	Unit Rate (Rs.)	Total rate (Qty x Unit rate) Rs.	GST (%)
Overhauling of Motors						
	Motors are to be removed after decoupling, transport from ship to workshop. The motors are to be dismantled, overhauled completely, bearings to renew (ship supply), varnished and baked, insulation to improve, damage terminal covers to renew, if bearing housings is loose to be sleeved. The same to be brought back, refitted in position, after repair / overhauling , motor to be coupled, aligned & trials to be shown to ship staff.					
	Please note that for Sl Nos. j ;For blower motor, dynamic balancing to be done along with fan. If any other defect if observed to be rectified)					
	a. LP Hyd. Pump motor 45 KW	6	Each	xx	xx	xx
	b. HP Hyd. Pump motor 5.5 KW	2	Each	xx	xx	xx
	c. CPP pump motor 7.5 KW	2	Each	xx	xx	xx
	d. Raw cooling water P/P motor 45 KW	3	Each	xx	xx	xx
	e. LT cooling water P/P motor 30 KW	3	Each	xx	xx	xx
	f. General service P/P motor 30 KW	2	Each	xx	xx	xx
	g. Working air compressor motor 24.5 KW	1	Each	xx	xx	xx
	h. FW pump motor 11KW	2	Each	xx	xx	xx
	i. A/C palnt compressor motor 45 kW	2	Each	xx	xx	xx
	j. A/C blower motor 16 KW For blower motor, dynamic balancing to be done along with fan. If any other defect if observed to be rectified.	1	Each	xx	xx	xx
	k. Fridge compressor motor 5.5 KW	2	Each	xx	xx	xx
	l. Anchor winch motor 30 KW	2	Each	xx	xx	xx
	m. Deck crane travel motor 7.5 KW	1	Each	xx	xx	xx
Total					xx	xx

Job Completion Period: xx

Note :

- * Bidders have to strictly follow above price bid format while quoting . **Quote against 'XX' marks only.**
- * Any modification of price bid format shall lead to rejection of the bid without prior notice.
- * **Bidders are requested to carefully go through all the scope before quoting.**
- * **Unpriced price bid format clearly mentioning quoted/not quoted has to be submitted with T-Bid.**
- * **Deviation if any to be attached separately.**

Seal & Signature of authorised person

Rules for engaging contractor's workmen in CKSRU

I) The following labour statutory compliance measures should be followed by contractors working in CSL Kolkata 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, 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 Kolkata 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 Kolkata Police Station.

IV) Employee/worker deputed for the work shall not be over 60 Years of age.

Seal & Sign of Authorized Person

COMPLIANCE MATRIX
(TO BE SUBMITTED WITH THE "Technical" BID)

SNO	DESCRIPTION	YES	NO	REMARK
1	ACCEPT THE ENTIRE SCOPE OF WORK / SUPPLY AS PER ENQUIRY.			IF THE ANSWER TO QUESTION 1 IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH TECHNICAL BID.
2	ACCEPT THE GENERAL TERMS AND CONDITIONS INDICATED IN THE ENQUIRY.			IF THE ANSWER TO QUESTION 2 IS NO, LIST THE DEVIATIONS AND ATTACH WITH TECHNICAL BID.
3	ACCEPT THE SPECIFIC TERMS AND CONDITIONS INDICATED IN THE ENQUIRY.			IF THE ANSWER TO QUESTION 3 IS NO, LIST THE DEVIATIONS AND ATTACH WITH TECHNICAL BID.
4	ACCEPT THE PAYMENT TERMS & GUARANTEE CLAUSE AS INDICATED IN ENQUIRY.			
5	WHETHER MSME REGISTERED FIRM (MICRO & SMALL ENTERPRISES)			
6	IF YES, WHETHER ATTACHED CERTIFICATE			
7	WHETHER ATTACHED PROOF FOR TECHNICAL QUALIFICATION CRITERIA AS PER TENDER.			
8	WHETHER ATTACHED PROOF FOR FINANCIAL QUALIFICATION CRITERIA AS PER TENDER.			

(Signature of the Contractor)

Seal of the firm.

Specific Terms & Conditions

Enq. No: SR4/Ele.Repair1/DredgeXV/CKSRU

1. Payment – 100% payment shall be released against invoice certified by Executing officer supported by service report and WCC and other mandatory documents, within 30 days from the date of submission of invoice after successful completion of the job scope.
2. 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 later 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 Service shall be guaranteed for a minimum period of 06 months from the date of successful commissioning.
3. Performance Bank Guarantee (PBG): The successful vendor has to submit a PBG as per CSL format for an amount of **3% of the order value** (excluding taxes & duties) from a Nationalized or Scheduled Indian Bank, towards enforcement of agreed performance guarantee as per the Guarantee clause. The PBG Shall be submitted immediately after completing the job scope and shall be valid to cover the guarantee period indicated at guarantee clause plus a grace period of 90 days.
4. Manpower has to be mobilized against CKSRU LOI/WO and work has to be commenced immediately as per the instruction of executing officer.
5. All items against this tender shall be delivered at CKSRU (KoPT) on door delivery basis to Netaji Subhash Dock, Gate No.9, Circular Garden Reach road, Kolkata-24 and site to be inspected before submitting the offer.
6. CKSRU reserves the full right to change the work scope/amend the work scope according to the site condition/ owner requirement.
7. CKSRU have the full right to modify (Deletion) the work scope in line with the final requirement, time lines of repair project, availability and spares etc.
8. The projected quantity may vary according to actual job scope. Hence final amount shall be calculated based on the actual work done certified by CKSRU executing officer.
9. Firm to provide necessary valid certificates (wherever required).
10. L1 firm has to provide detailed price split up within 03 days from the date of confirmation from CKSRU (if required).
11. **The entire job scope as per tender shall be undertaken by a single contractor. Hence offers not covering the entire scope will not be considered for comparison and may be rejected without prior notice.**
12. CSL/CKSRU has the right to withdraw the tender in partial or full during the course of this tender.
13. **Entire job scope to be completed within 30 days from issuing LOI/Work Order.**
14. Work completion period after receipt of firm order/LOI shall be clearly indicated in the technical bid. CKSRU reserves the right to accept/reject any offer based on completion time in accordance with the project schedule.
15. Vendors are requested to submit the bid in the attached price bid format (in Two Bid) for avoiding discrepancies/confusions during the comparison stage.
16. Vendors are requested to submit a signed copy of Encl. 2, 4, 5, 6, 7 & 8 along with unpriced Price bid format clearly indicating quoted/not quoted against each job scope with the Tech. bid for verification. Deviations if any to be shown separately.

17. While submitting the bid, firms are requested to note that the email ID starting with following words may probable be treated as spam, not always necessary - info, support, admin, sales, customersupport, helpdesk, mail, mailadmin, billing, hello, careers.
18. All Material passes and Man entry Passes to be arranged by contractor. Required authorization letter only will be issued from CKSRU.
19. Firm are requested to submit the bid by email (Price part password protected) to the following email address clearly mention the tender reference in the subject line for easy identification.

vinuraj.ps@cochinshipyard.in;
csl.sr4r@cochinshipyard.in; jisha.eashy@cochinshipyard.in;
rahuldev.r@cochinshipyard.in.

20. All vendors are advised to inspect the work scope (including all miscellaneous activities) onboard the ship before quoting.
21. All De-gutting/Re-gutting associated with this work scope has to be carried out by the contractor.
22. All staging required to undertake the work will be in scope of contractor. Scaffolding material will be supplied by yard.
23. Welding machines with ELCB/RCCB (100mA trip current), Single phase extension boards with ELCB (30 Milli Amp trip current) along with required cable and Oxy Acetylene cutting only (with flash back arrestors) if required for this job to be arranged by the Contractor.
24. All lighting arrangements, Industrial DB, ventilation blower with duct, consumables, Cables, Hand lamps etc. to be in Contractor scope
25. Contractor shall clean all the areas after completion of their job/as advised by safety department throughout the period of contract.
26. All lifting tackles, tools and certified rigger required for shipping inside machinery spaces to be arranged by contractor.
27. Work to be completed within 30 days from the date of receipt of LOI/WO.
28. All major electrical activities shall be carried out through a licensed electrical contractor.
29. Quality checks and procedures of CSL to be followed for the entire work and work completion certificate to be obtained from the ship.
30. All consumables are to be supplied by contractor. All materials and spares other than supplied by owner are to be supplied and installed by contractor and certified by CSL QC/Ship staff. All structural works related to the job to be carried out by the contractor.
31. Contractor has to depute a competent Project coordinator and an experienced supervisor throughout the period of contract.
32. Workmen shall be available at project site from morning 08:00 hrs. They shall coordinate effectively with all other sub-contractors for carrying out the works in safe and timely manner.
33. Project coordinator shall maintain a PERT chart in consultation with Officer-in-Charge of the work and shall be available for meetings with clients throughout the period of contract.
34. All equipment, switchboards / control panels, electronic and communication equipment, all light fittings, electric cables, pipe lines, valves, electric cables, junction boxes, lagging, paneling, obstructions, protrusions, foundations etc in way of welding for electricals repairs work are to be wrapped with proper fire proof covering cloth and protected by the contractor. Any damages to any property of vessel caused by the contractor during execution of the work are to be made good by the contractor at his cost and within contracted duration.

35. Motor - Overhauling of motors to include stripping alternator from place/insitu, shifting to shop floor, dismantling, survey, cleaning, varnishing, baking, replacement of worn out parts, chipping & painting of casing. Air gap to be measured before and after overhauling. All windings resistance and insulation resistance to be measured and recorded. Assembling, proving on test bed (if it is overhauling in work shop), shifting back to ship, fitment in place, connect out-going cables and prove the alternator on ships load. Rewinding will be at extra cost. Quote for overhaul/repair is to include supply of consumables.
36. Procedure given in technical manual shall be followed for dismantling, overhaul, assembly, testing and commissioning of all major machineries.
37. Scope of supply of consumables includes fasteners (SS or HT as applicable), Gaskets, O-rings, minor seals, sealants, grease, chemicals and other cleaning agents etc are in the scope of Contractor. Transformer to be painted as per paint scheme. Heat resistant paint shall be used.
38. Rectification of defects due to poor workman ship or poor quality of material supplied by the contractor if any, shall be rectified by the contractor without any additional cost.
39. Exhaust/intake Blowers & hoses, Electrical DBs & lighting DBs, lights and lead lamps etc shall be provided by the contractor as required. Electrical distribution boxes having ELCB and individual MCB per switch shall only be allowed to use inside CKSRU Premises.
40. All scraps shall be removed from work site and deposited at designated location shown by site-in-charge. All waste materials / garbage shall be disposed outside PORT premises by respective contractor as per the local municipal rules and regulations.
41. All cutting hoses & gas cylinders shall have required certifications. Contractor is liable to change any hot work accessories subject to the inspection of Cochin Shipyard Ltd representatives.
42. All equipment, switchboards/ control panels, electronic and communication equipment, all light fittings, electric cables, pipe lines, valves, electric cables, junction boxes, lagging, paneling, obstructions, protrusions, foundations etc in way of steel renewal are to be wrapped with proper fire proof covering cloth and protected by the contractor. Any damages to any property of vessel caused by the contractor during execution of the work are to be made good by the contractor at his cost and within contracted duration.
43. All personnel including supervisors employed for the work on the premises of the Contractor will have to wear uniforms with Employee's name prominently printed on the front and back side. All employees should be provided with personal protective equipments such as shoes, gloves, safety helmets cap etc., of approved standards.
44. Overhaul/repair - As contained in the DL serials, the term 'overhaul/repair ' would deem to include removal, dismantling, renewal/repairs, fitment, trials and commissioning. The "Overhaul/repair" indicates comprehensive repairs of all defects existing in the system including replacement of components, fitting back the equipment and proving of system thereafter. The contractor is responsible for completion of trials and commissioning of the equipment renewed/repaired/overhauled/calibrated. No separate charges will be admissible for trials trials/commissioning support to be provided by the contractor as the same forms a part of the contractor's responsibility. All works are to be completed meeting the yard requirements within the stipulated time period and work completion certificates should be obtained as per the format provided by CSL.
45. QUALITY ASSURANCE & QUALITY CONTROL- QIS AND QAP - The CONTRACTOR shall submit a Quality Inspection Schedule / QAP within 5 days on accepting the job. QIP (Quality Inspection Plans) are to be prepared for all generic equipment, to enable effective QC coverage.

QA checks and quality control responsibility is to be clearly defined in the Quality Assurance Plan (QAP). All inspection and clearance of quality shall be in line with CSL requirements. The contractor is to provide a proper PERT Chart and to plan activities including various inspection stages which shall be updated every 7 days. The chart shall show the sequence of all activities including that of dry-docking activities, undocking activities, expected material delivery items, shop floor/onboard system testing and trials etc. The repair work will be undertaken as per OEM/ CSL specifications/standards and quality norms under the quality inspection as per approved rules for Naval vessel under monitoring of the CSL. CONTRACTOR is to clearly indicate in house quality control facilities, stages of inspection and proposed. In order to assure the quality of repair/refit and exercise effective control, the work executed by the CONTRACTOR will be in accordance with CSL inspection schedule as applicable followed by preliminary, stage and final inspection. The repair work will be undertaken as per specified Standards and quality norms of CSL/OEM, ensuring and maintaining quality will be the responsibility of the contractor.

46. General Notes:

- a) Alignment of Installed Machinery: Removal / fitment of pumps / prime movers/ generators include alignment as per standard marine engineering procedure confirming with requirements of OEM technical manual. Growth of work will not be admitted for alignment of overhauled/repared machinery /equipment.
- b) The CONTRACTOR shall restore the alignment of units to the specified values, whenever any equipment with shock mounts is to be lifted.
- c) All the in-way jobs whether specified or not are to be undertaken by the refitting contractor within the quoted price.
- d) Consumables like grease, varnish, welding electrodes, nuts, bolts, washers, gaskets (nonasbestos), studs, cleaning cloth, cleaning liquids, lub-oil wire brush etc are to be included in the quoted cost by the contractors.
- e) All equipment and fittings which are not required to be taken out of the Ship are to be Properly covered / secured to ensure they are not damaged during the course of the refit. Damages caused during the execution of the work by the CONTRACTOR to be made good by the CONTRACTOR at his cost."

In case of any technical queries please contact the following Executing Officers

<p>HARIKRISHNAN NAMBOODIRI K K Manager (New Projects) Mob No: +91 8129600649 harikrishnan.n@cochinshipyard.com</p>	<p>Hari Shankar V Manager (Marine)(CKSRU) Mob No: +91 7356604589 harishankar.v@cochinshipyard.in</p>
--	--

GENERAL TERMS AND CONDITIONS FOR THE TENDER

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/CKSRU stores and in the case of foreign bidders the same shall be on Ex Works / FOB basis only. C&F prices shall also be indicated in the offer. Insurance in all cases shall be arranged by CSL/CKSRU, unless it is specifically mentioned.
5. Prices should be valid for acceptance for a period of four months (04 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/CKSRU 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/CKSRU.
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/CKSRU 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/CKSRU. 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/CKSRU 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/CKSRU 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 later against faulty design, defective materials and bad workmanship. Supplier should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period. The Services shall be guaranteed for a minimum period of 06 months from the date of successful commissioning/final acceptance.
20. Suppliers are generally allowed to depute their authorized representative to be present at the time of opening of the price bid. However this will be subject to the discretion/SOP of CSL, in view of the restrictions imposed by Govt/local body/CSL due to Covid-19 outbreak. At present, in view of COVID-19 pandemic, Vendors are not allowed inside CSL to attend opening of the price bid.
21. Cochin shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian agent to deal with Cochin shipyard Ltd., the agency commission payable by the supplier to such an agency shall be intimated. If manufacturers affect the supply through agents only, authorization in writing from manufacturers in favour of the agent for supply to CSL shall be furnished. In case where an agent participates a tender on behalf of a foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. In a tender, either the Indian agent on behalf of the principal/ OEM or principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/ OEM, the same agent shall not submit a bid on behalf of another principal/ OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.

22. Jurisdiction: All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulum, Kerala, India.
23. In case advance payment is sought, interest at prime lending rates prevailing in India will be charged. In addition, a Bank Guarantee in the CSL format equivalent to advance amount is to be executed to cover the period till the advance payment is adjusted. Normally Advance payments are not encouraged.
24. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purposes. However the same will be considered while placement of purchase order if the firm turns out to be L1.
25. After submission of tender, no unsolicited correspondence will be entertained.
26. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
27. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.
28. Public Procurement Policy initiatives of Govt. of India, pertaining to MSME's, startup etc as per CSL website (www.cochinshipyard.in) shall be applicable for this tender.
29. Vendor is solely responsible for the safety of its personnel inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic challan remittance copy of ESI&EPF details of their employees and employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in CSL like safe usage of tools & tackles, electrical safety guidelines, gas management system etc. Scrap management system & disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.
30. Asbestos should not be part of any material /packing material supplied to CSL.
31. Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with: (1) all procedures and policies provided by CSL, including CSL's, environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities.
32. Service provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable. In case your employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently covered under above noted regulations. The certificate of compliance from Contractor as per attached format shall also be filled and submitted along with submission of bills for payment. Bills without duly certified "certificate of compliance from Contractor" shall not be passed for payment. (Form for Compliance of Provisions of various labour Enactments attached as Enclosure - 4)

33. Vendor will package products according to instructions of CSL provided in the purchase order, and if nothing is provided, then according to good commercial practice to ensure safe arrival of the products. Avoid plastic materials for packing to the extent possible. Packing material shall be ecofriendly. Vendor should follow the statutory requirements of the products offered. In case of chemicals and toxic materials being supplied, vendor should furnish material safety data sheet (MSDS) compulsorily along with the material.
34. Acknowledge the receipt and acceptance of purchase order/Work order by signing and returning a copy of the same within three days of receipt of the same. If the acknowledgement is not received, it will be presumed as accepted.
35. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
36. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
37. Vendors shall take back rejected products, if any, and immediately supply new product/ rectified product at vendor's expense, including all freight costs.
38. For product that is discovered defective during the warranty period, vendor will, at vendor's expense replace or repair defective product and re-deliver such repaired or replaced product to CSL within a commercially reasonable timeframe agreed by CSL.
39. Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses.
40. CSL is not obligated to pay any invoice submitted 180 days or more after a product is shipped or services are completed.
41. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
42. Vendor warrants that the products and services will comply with their specifications and will be of good quality acceptable to CSL/ship and must be fit for any purpose made known to vendor.
43. Vendor warrants that the products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the warranty period.
44. Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
45. Vendor and personnel will (1) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and (2) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL.

46. Vendor will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.
47. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of earnest money deposit/security deposit, if any and/or enforcement of risk purchase clause.
48. List of deviations from the general terms and conditions shall be submitted and the same shall be mutually acceptable. In the event of no deviation list submitted by the vendor, it is presumed that all conditions are accepted by the vendor.
49. All certificates called for in order specification must be sent to CSL at the time of delivery of items all the material supplied must satisfy CSL quality requirements.
50. Invoice:
 - (i) All invoices must be sent to CSL on delivery of items /work completion as per the order terms
 - (ii) Purchase order number and date and dispatch particulars should be clearly mentioned in the invoice.
 - (iii) Wherever payments are authorized through bank, copy of the invoice should be forwarded directly to CSL under intimation so as to facilitate release of document in time. All bank charges will be to vendor's account.
 - (iv) When the payment is in installments, separate invoice is required for each payment.
 - (v) 100% payment will be made against your invoice on satisfactory completion of the work.

The documents for releasing payment - original invoice with service report duly signed by vessel owner and CSL officer-in-charge along with documentary proof of expenses after satisfactory completion of work.
51. "In case imported items are part of the items required for the job Customs duty exemption can be availed by CSL if order for these imported items is placed on high sea sales basis by CSL or direct import order on bidder's principals for import items by CSL. In case of import orders/ high sea sales, the offer has to be on CFR basis to the nearest airport/as mentioned in the enquiry. The customs clearance, DO charges payment and IGST payment against bill of entry shall be done by CSL. In case of direct import orders by CSL, copy of Airway bill, foreign currency invoice and packing list would be required. In case of High Sea Sale, HSS agreement and INR invoice in addition to copy of Airway bill, foreign currency invoice and packing list shall also be required. The copy of all documents to be forwarded to CSL by email at least two days prior to arrival of the consignment at Airport for CSL to arrange the Customs exemption documents and file Bill of entry prior/ latest on date of arrival of the consignment itself. In case of any delay in receipt of documents, the bill of entry late filing fine shall be adjusted from the vendors payment."

Tender conditions for Restriction of bidders sharing land border with India is attached below and certificate as required in the below conditions to be submitted along with tender documents.

Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020	
A	Requirement of registration
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt. of India has extended lines of Credit or in which Govt. of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted along with tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of subcontracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration

1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2	<p>"Bidder from a country which shares a land border with India" for the purpose of this Order means:-</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	<p>Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation</p>
	<p>Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd 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.</p>

52. Following are the Tender Conditions Preference to Make in India

Tender condition - Preference to Make in India		
A	Purchase preference in accordance with Public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/-B.E -II dt ,4.6.2020 and as amended from time to time shall be applicable as per below	
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value	
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores, only Class I local suppliers along with Class II local suppliers shall be eligible to bid.	
	Purchase preferences for Class I local suppliers	
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	

C	Local content requirement to categories a supplier as Class I/Class II /Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
1	Class I -Local content equal to or greater than 50%	
2	Class II-Local content greater than 20%, less than 50%	
3	Non local -Local content less than 20%	
D	Declaration of local content	
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for ClassI/Class II as applicable including details of locations at which local value addition is made.	
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
3	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	

53.ARBITRATION :

1. Any disputes arising the currency of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.

2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in

accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.

3. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.



TENDER QUALIFICATION CRITERIA

1. Technical Criteria

- a) Experience having successful completion of similar works (Electrical motor overhauling) during the last 2 years ending last day of month previous to the one in which tenders are invited. Copy of Work Order / WCC satisfying the eligibility criteria to be submitted as proof.
- b) CSL reserves the right to reject any/all bid in case of any apprehension on the experience/ capability of the firm to execute the work on time.
- c) The firm should submit an undertaking that they shall not subcontract the work or part of work to any other agency if awarded the contract.

2. Financial Criteria

- a) Audited financial statements of last three years to be submitted along with the offer. In case audited results of 2020-21 are not published, the financial statement certified by a chartered accountant may be submitted. Profit and loss account statement for the respective financial year to be submitted as proof.
- b) CSL reserves the right to reject any/all bid based on the financial statement or credit rating, in case of any apprehension on the financial capability of the firm to execute the work on time.

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

To
COCHIN SHIPYARD LTD. KOLKATA SHIP REPAIR UNIT
(GOVT. OF INDIA ENTERPRISE,)
DRY DOCK OFFICE BUILDING, NETAJI SUBASH DOCKS, GATE NO.9,
CIRCULAR GARDEN REACH ROAD, KOLKATA, 700024. INDIA.

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 of 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 of the Contract documents which may be made between **CKSRU** 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.

COCHIN SHIPYARD LIMITED
KOCHI-15
(PERSONNEL AND ADMINISTRATION DEPARTMENT)
(WELFARE SECTION)

**MANDATORY COMPLIANCE UNDER APPLICABLE LABOUR LAWS BY CONTRACTORS
ENGAGED IN COCHIN SHIPYARD LIMITED**

No.PAWEL/CONT/01/08

DATE: 17.07.2021

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 Labour (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's Compensation Act 1923, (viii) Kerala Labour Welfare Fund Act 1975 etc. Instances have been reported that non compliance of statutory obligation by the subcontractors invited legal action against CSL being the Principle Employer.

In order to ensure that the subcontractors mandatorily comply with statutory obligations provided under the acts mentioned above, a compiled check list named "CERTIFICATE OF COMPLIANCE FROM CONTRACTOR" is prepared and attached herewith. The subcontractor shall certify the checklist on submission of each bill for payment with effect from 01.08.2021. It is informed that bills without duly certified "CERTIFICATE OF COMPLIANCE FROM CONTRACTOR" will not be passed for payment by Welfare Section. "CERTIFICATE OF COMPLIANCE FROM CONTRACTOR" is applicable to all contractors irrespective of number of workmen engaged by the subcontractor in the preceding 12 months.

All contract awarding officers may please bring this requirement to the notice of the respective contractors for compliance.


(Thankaraj C R)
Assistant General Manager & CWO

CERTIFICATE OF COMPLIANCE FROM CONTRACTOR

(FOR COMPLIANCE OF PROVISIONS OF VARIOUS LABOUR ENACTMENTS)

MONTH:

VENDOR CODE :

PROJECT:

NAME OF CONTRACTOR:

WORK ORDER NO.:

DATE:

SL. NO.	NAME OF ACT FOR COMPLIANCE	YES	NO	REMARKS
1.	EMPLOYEES' PROVIDENT FUNDS & MISCELLANEOUS ACT, 1952			
a)	I have been allotted PF code number from PF authorities			
b)	Deposit of deductions paid by 15 th of each month (Date on which copy of challan sent by email to Welfare Section along with challan number)			
c)	Inspection Book maintained for observations of the Inspector			
d)	Any other provisions not mentioned above			
2.	PAYMENT OF WAGES ACT, 1936			
a)	Payment of wages by 7 th of each month			
b)	Certification by representative of the Company on the original wage register of the payments made to the labour.			
c)	Payment of overtime as per Act			
d)	Records for Digital Payment (Account number, date & mode of payment through which payment made)			
e)	Abstract of the Act and Rules in English, Hindi & Malayalam displayed			
f)	Any other provisions not mentioned above			
3.	MINIMUM WAGES ACT, 1948			
a)	Payment of minimum wages by the contractor as per rules by Central/ State Govt. Authorities			
b)	Display of an abstract of the Act			
c)	Returns, forms, records to be maintained & submitted to the Authorities			
	Form I –Nomination and Declaration Form			
	Form II –Register of Deductions for damage & loss			
	Form IV –Overtime Register of workers			
	Form XI -Wage slip issued			
d)	Any other provisions not mentioned above			
4.	CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970			
a)	I am holding a valid license and complying with the conditions contained therein			
b)	Display an abstract of the Act in English, Hindi & Malayalam			
c)	Display notices showing in English & Hindi			

	Rates of Wages (in remarks column)			
	Hours of work (in remarks column)			
	Wage period (in remarks column)			
	Date of payment of wages			7 th of every month
	Name & Address of the Inspector			DLO, Ernakulam
d)	Returns, forms, records to be maintained & submitted to the Authorities			
	Form A – Employee Register			
	Form B – Wage Register			
	Form C – Register for Loan Recoveries			
	Form D –Format of Attendance Register			
f)	Welfare facilities			
	Arrangements hygienic & clean drinking water sites			
	Provision of urinals/ toilets at each site and to keep them clean			
	No workers less than the age of 18 years is engaged at site			
	No female worker is employed after 0700pm at site			
	First-aid box with necessary medicines kept t the site			
	Canteen provided where more than 100 workers are ordinarily employed			
	Rest Room provided			
g)	Employment of Sub-contractor			
	Whether any sub-contractor has been engaged during this period			
	If yes, whether Principal employer has been informed and all requisite formalities for licensing, registration etc have been completed			
h)	Any other provisions not mentioned above			
5.	INTER-STATE MIGRANT (REGULATION OF EMPLOYMENT AND CONDITION OF SERVICE) ACT 1979			
	Modus operandi of recruitment of contract labour determines the status of worker as INTER-STATE MIGRANT			
a)	Whether any migrant labour has been engaged			
b)	If yes, whether the facilities are being provided			
	Workmen issued a pass book with photograph			
	Inter-state migrant workmen paid displacement allowance equivalent to 50% of monthly wages			
	Journey allowance/ return fare paid to workmen by the contractor			
	Medical facilities			
	Protective clothing			
	Residential accommodation			
c)	Any other provisions not mentioned above			
6.	EMPLOYEES’STATE INSURANCE ACT 1948 (To fill only if applicable)			
a)	Contributions payable to be deposited with ESI Authorities latest by 15 th of every month(Date on which copy of challan sent by email to Welfare Section along with challan number)			

b)	Returns, forms, records to be maintained & submitted to the Authorities			
	Form 7 –(Register of employees) is being maintained			
	Accident Book is maintained in Form 15			
	Accident Report on Form 16 is being sent to ESI local Office and Dispensary			
	Form 6 –(Return of contribution) are being submitted within time			
	Inspection book is maintained			
c)	Any other provisions not mentioned above			
7.	WORKMEN'S COMPENSATION ACT 1923			
a)	For workers who are out of ESI coverage has been taken Workmen Compensation Insurance & Third Party Risk and is valid as per requirement			
b)	Benefit under the Act to be extended in case of employment injury			
c)	Returns, forms, records to be maintained & submitted to the Authorities			
	Form EE –(Report of fatal accident) is being submitted to Commissioner			
	Annual Return is being submitted – details of accidents			
	Benefit under the Act to be extended by in case of employment injury			
d)	Any other provisions not mentioned above			
8.	KERALA LABOUR WELFARE FUND ACT, 1975			
a)	Deposit of deductions paid on or before 10 th January and 10 th July of every year			
b)	KLWF Registration No.			
9.	Whether you have returned the Access Control Cards of workers who completed current project. (If not, attach challan of fine remitted)			
I hereby certify that the above information provided is correct. That in the event of default of any or all the above compliances, I will be liable & responsible for the same at my own risk & cost.				
Date:				
(Signature & Stamp of the Contractor)				

Checked by

Verified by



Report ID: GEM/GARPTS/18112021/4445HM1ZJEWE

Report Name: MARINE ELECTRICAL REPAIRS WORKS

Generated By: VINURAJ P S , Department of Public Enterprises , Ministry of Ports, Shipping and Waterways

Generated On: 18/11/2021

Valid till: 18/12/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: MARINE ELECTRICAL REPAIRS WORKS

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

The specifications of the required product have been uploaded in RMS vide RMS request no LIB18934144 which may be taken up by GeM for new category creation.